

EXHIBIT A

**Service of Process
Transmittal**

03/14/2022

CT Log Number 541222095

TO: Michael Johnson, Legal Assistant
The Hartford
1 Hartford Plz, HO-1-09
Hartford, CT 06155-0001

RE: Process Served in Delaware

FOR: The Hartford (Cross Ref Name) (Domestic State: CT)
Hartford Fire Insurance Company (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: HARVEST RESTAURANT HOLDINGS, LLC. vs. THE HARTFORD

DOCUMENT(S) SERVED: LETTER(S), NOTICE, COMPLAINT, DEMAND, VERIFICATION, CERTIFICATE, ATTACHMENT(S)

COURT/AGENCY: DELAWARE COUNTY - COMMON PLEAS COURT, PA
Case # 2022001382

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE

DATE AND HOUR OF SERVICE: By Certified Mail on 03/14/2022 postmarked: "Not Post Marked"

JURISDICTION SERVED : Delaware

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): Hugh A. Donaghue
DONAGHUE & LABRUM, LLP
102 West Front Street
Media, PA 19063
610-565-9120

ACTION ITEMS: CT has retained the current log, Retain Date: 03/14/2022, Expected Purge Date: 03/19/2022

Image SOP

Email Notification, Michael Johnson MICHAEL.JOHNSON@THEHARTFORD.COM

Email Notification, Fiona Rosenberg Fiona.Rosenberg@thehartford.com

REGISTERED AGENT ADDRESS: The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
800-448-5350
MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other

**Service of Process
Transmittal**

03/14/2022

CT Log Number 541222095

TO: Michael Johnson, Legal Assistant
The Hartford
1 Hartford Plz, HO-1-09
Hartford, CT 06155-0001

RE: Process Served in Delaware

FOR: The Hartford (Cross Ref Name) (Domestic State: CT)
Hartford Fire Insurance Company (True Name)

advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL



7018 2290 0001 9785 9804

*Return Receipt
Requested*

LAW OFFICES
DONAGHUE & LABRUM, LLP
102 WEST FRONT STREET
MEDIA, PENNSYLVANIA 19063

The Hartford a/k/a The Hartford
Fire Insurance Company
1209 Orange Street
Wilmington, DE 19801

Law Offices
DONAGHUE & LABRUM, LLP
102 West Front Street
Media, Pennsylvania 19063
PH: 610-565-9120
FX: 610-565-3037
info@donaghuelabrum.com

Hugh A. Donaghue
Kathryn Luce Labrum
Tyler J. Therriault*
***Also a Member of NJ Bar**

March 10, 2022

Via Certified Mail
Return Receipt Requested
The Hartford a/k/a The Hartford
Fire Insurance Company
1209 Orange Street
Wilmington, DE 19801


Re: Harvest Restaurant Holdings, LLC v. The Hartford a/k/a
The Hartford Fire Insurance Company
CCP of Delaware County, PA – No. 2022-001382

Dear Sir or Madam:

Please be advised that I have been engaged to represent Harvest Restaurant Holdings, LLC in connection with the above captioned lawsuit. Enclosed please find a time stamped Complaint which was filed with the Court on February 25, 2022, and is being served upon you via Certified Mail. You have been named as a Defendant in this matter.

You should take this Complaint to your lawyer at once in accordance with the Notice to Defend attached to the Complaint.

Very truly yours,



Hugh A. Donaghue

HAD/cf
Enclosure

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Delaware

County

For Prothonotary Use Only:

Docket No:

2022 - 001382

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Harvest Restaurant Holdings, LLC

Lead Defendant's Name:

The Hartford aka The Hartford Fire Ins. Co.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
(check one) ☒ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Hugh A. Donaghua

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important. \

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☒ Other:

Insurance Contract

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board

☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☒ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

DONAGHUE & LABRUM, LLP
HUGH A. DONAGHUE, ESQUIRE
Attorney I.D. No.: 37283
KATHYRN LUCE LABRUM, ESQUIRE
Attorney I.D. No.: 36280
TYLER J. THERRIAULT, ESQUIRE
Attorney I.D. No.: 309972
102 West Front Street
Media, PA 19063
(610) 565-9120
info@donaghuelabrum.com

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

HARVEST RESTAURANT HOLDINGS, LLC. :
1209 Orange Street :
Wilmington, DE 19801 :

Plaintiff

vs.

THE HARTFORD A/K/A THE HARTFORD :
FIRE INSURANCE CO. :
1209 Orange Street :
Wilmington, DE 19801 :

Defendant

CIVIL NO. 2022-001382

JURY TRIAL DEMANDED

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action as soon as possible and/or as directed by the Court by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**LAWYER'S REFERENCE SERVICE
FRONT AND LEMON STREETS
MEDIA, PA 19063
610-566-6625**

DONAGHUE & LABRUM, LLP
HUGH A. DONAGHUE, ESQUIRE
Attorney I.D. No.: 37283
KATHYRN LUCE LABRUM, ESQUIRE
Attorney I.D. No.: 36280
TYLER J. THERRIAULT, ESQUIRE
Attorney I.D. No.: 309972
102 West Front Street
Media, PA 19063
(610) 565-9120
info@donaghuelabrum.com

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

HARVEST RESTAURANT HOLDINGS, LLC.
1209 Orange Street
Wilmington, DE 19801

Plaintiff

vs.

THE HARTFORD A/K/A THE HARTFORD
FIRE INSURANCE CO.
1209 Orange Street
Wilmington, DE 19801

Defendant

CIVIL NO. 2022-001382

JURY TRIAL DEMANDED

COMPLAINT

Parties

1. Plaintiff, Harvest Restaurant Holdings, LLC, (hereinafter "Harvest"), is a business entity organized under the laws of Delaware with offices located at 1209 Orange Street, Wilmington, Delaware and 410 North High Street, West Chester, Pennsylvania 19380, which at all times relevant hereto was the named insured on an All Risk Deluxe Business Insurance Policy # 20 UUN IC8651 issued by the Defendant herein, and is the umbrella entity for nine (9) separate restaurant entities (hereinafter "Plaintiff's Scheduled Premises") including:

- a. Harvest Radnor, LLC., 555 E. Lancaster Avenue, Wayne, Delaware County, Pennsylvania, 19087;
- b. Harvest Chadds Ford, LLC., 549 Wilmington Pike, Glen Mills, Delaware County, PA 19342;
- c. Harvest Moorestown, LLC., 400 W. Route 38, Moorestown, NJ 08057;
- d. Harvest North Wales, LLC., 1460 Bethlehem Pike, Ste. 130, North Wales, PA 19454;
- e. Harvest Susquehanna Valley, LLC., 2624 Brindle Drive, Harrisburg, PA 17110;
- f. Harvest/Local Greens, LLC., 1841 S. Federal Hwy, Unit 400/402, Delray Beach, FL 33483;
- g. Harvest Montage, LLC., 7011 Shoppes Boulevard, Moosic, PA 18504;
- h. Harvest Newtown Bucks County, LLC., 2829 S. Eagle Road, Newtown, PA 18940;
- and
- i. Harvest Lancaster, LLC, 1573 Fruitville Pike, Lancaster, PA 17601.

2. Defendant, the Hartford A/K/A the Hartford Fire Insurance Company (hereinafter "Hartford"), provides property and casualty insurance services and is a business entity organized under the laws of the State of Delaware with offices located at 1209 Orange Street, Wilmington, DE, 19801, with its principal place of business located at 1 Hartford Plaza, Hartford, Connecticut 06115-1703, which lists an office in Delaware County in Three Radnor Corporate Center, 100 Matsonford Road, Radnor, Pennsylvania 19087, as well as offices at 1000 Continental Drive, #350, King of Prussia, Pennsylvania 19406 and 1515 Market Street, Philadelphia, Pennsylvania 19102.

3. Defendant Hartford carries on a continuous and systematic part of its general business within the Commonwealth of Pennsylvania, frequently transacting business in Delaware County, Pennsylvania; Defendant issued the instant policy in Pennsylvania covering all of Plaintiffs' nine restaurant locations, including two (2) Delaware County locations (Radnor and Chadds Ford).

Jurisdiction and Venue

4. This Court has jurisdiction over the subject matter of this action pursuant to 42 Pa.C.S. §931 and over Defendants pursuant to 42 Pa. C.S. §5301 as Defendant is registered as a foreign corporation in Pennsylvania, maintains an office in Delaware County, carries on a continuous and systematic part of its business within Delaware County, Pennsylvania, including providing contracts of insurance for Plaintiff's restaurants, and Defendant has engaged in actionable conduct in this jurisdiction.
5. Venue is proper in this Court under Pennsylvania Rules of Civil Procedure 1006 and 2179(b) as **two of Plaintiff's restaurants are located in Delaware County and Defendant regularly conduct business in Delaware County** and avail itself of the benefits of the Court of Common Pleas of Delaware County.

Factual Allegations

6. Coronavirus known as SARS-COV-2 is a virus which has caused a world-wide outbreak of disease, starting in early 2020. This coronavirus causes the illness known as COVID-19.
7. Coronavirus has several modes of transmission. According to the World Health Organization and the Center for Disease Control and Prevention ("CDC"), Coronavirus can spread from person to person through physical droplets from the nose or mouth that are spread when an infected person sneezes, coughs or exhales. The physical droplets then remain in and

contaminate the air, and also land on and contaminate nearby objects and surfaces, where Coronavirus remains active and dangerous (even while in the air and on inert objects and surfaces) for long periods of time. People “catch” Coronavirus by being in the vicinity of a person who has Coronavirus and breathing in shed droplets, or by touching objects or surfaces on which droplets landed and then touching objects or surfaces on which droplets landed and then touching their own eyes, nose or mouth. Those people then spread Coronavirus throughout their environments and communities in the same manner including Plaintiff’s Scheduled Premises.

8. Coronavirus spread widely in this manner in Pennsylvania, New Jersey, Florida and nationwide, including through interactions with physical property inside premises, and encounters with airborne particles within premises, including Plaintiff’s Scheduled Premises.
9. Importantly, even asymptomatic infected persons (*i.e.*, those who have no sign of illness) can and do spread Coronavirus.¹ In fact, studies have estimated that over forty percent (40%) of infected individuals may never develop symptoms, yet still spread Coronavirus through physical droplets.²
10. Respiratory droplets expelled from infected individuals remain in the air, and land on, attach and adhere to surfaces and objects. In doing so, they physically change the airspace of the relevant premises and the property and its surface by becoming a part of that surface. As a result of the physical alteration, contact with that previously safe airspace, as well as inert surfaces (*e.g.* walls, tables, countertops) have been made unsafe and damaged by virus.

¹ See World Health Organization, *Coronavirus disease 2019 (COVID-19) Situation Report – 73* (Apr. 2, 2020), http://www.who.int/docs/default-source/coronaviruse/situation-reports/20200402-sitrep-73-covid-19.pdf?sfvrsn=5ac25bc7_2 (last visited March 11, 2021).

² See, *e.g.* Ericka Edwards, *Asymptomatic COVID-19 Cases May Be More Common Than Suspected* (May 27, 2020, 1:43 PM), <https://www.nbcnews.com/health/healthnews/asymptomatic-covid-19-cases-maybe-more-common-suspected-n1215481> (last visited March 11, 2021).

11. The physical effects of the Coronavirus and/or Pandemic are not something that one can determine by glancing at the air, a door handle or a light switch and deciding that they look undamaged. Instead, those physical effects are established through factual and expert investigation and studies that were performed by the World Health Organization, the CDC of the United States, and the Department of Health of the Commonwealth of Pennsylvania.
12. On March 30th, 2020, the President of the United States issued a proclamation that the COVID-19 outbreak in the U.S. constituted a National Emergency.
13. In response to the public health crisis caused by COVID-19 in Pennsylvania, Governor Thomas Wolf issued a Proclamation of Disaster Emergency. Additionally, Governor Wolf issued an Executive Order closing all businesses in Pennsylvania deemed to be non-life-sustaining (including dine-in restaurants) on March 19, 2020. **This proclamation, together with similar legal proclamations in New Jersey and Florida, closed all of Plaintiff's restaurants, all of which are insured locations under the "All Risks Deluxe Business Policy" which specifically included coverage for virus; a true copy of the Policy is attached hereto and marked as Exhibit "1".**
14. On March 23, 2020, Governor Wolf issued an Executive Order ordering all individuals residing in certain counties, including Allegheny, Delaware, Chester, Bucks, Montgomery and Philadelphia, to quarantine at home except as needed to access, support, or provide life sustaining business, emergency or government services. The Pennsylvania Department of Health issued a similar order that same day.
15. On April 1, 2020, Governor Wolf issued an Executive Order and the Pennsylvania Department of Health issued an order extending their respective 'stay at home' orders to all counties in Pennsylvania.

16. On May 7, 2020, Governor Wolf issued an Executive Order and the Pennsylvania Department of Health issued an order extending their respective ‘stay at home’ orders until June 4, 2020.

17. Businesses challenged the authority of the Governor to issue these Executive Orders in response to the COVID-19 pandemic. Specifically, the businesses challenged whether the orders were properly issued pursuant to the Emergency Code, which only applied to “disasters” defined as “[a] man-made disaster, natural disaster or war-caused disaster.”

Friends of Danny DeVito v. Wolf, ___ Pa. ___, 227 A.3d 872, 888 (Pa. 2020), *quoting* 35 Pa. C.S. §7102.

18. The Supreme Court of Pennsylvania sustained the Governor’s Executive Orders under the Emergency Code finding that the:

“... **COVID-19 pandemic qualifies as a ‘natural disaster’** under the Emergency Code for at least two reasons. First, the specific disasters in the definition of ‘natural disaster’ themselves lack commonality, as while some are weather related (e.g. hurricane, tornado, storm), several others are not (tidal wave, earthquake, fire, explosion). **To the contrary, the only commonality among the disparate types of specific disasters referenced is that they all involve ‘substantial damage to property, hardship, suffering or possible loss of life.’** In this respect, the COVID-19 pandemic is of the ‘same general nature or class as those specifically enumerated,’ and thus is included, rather than excluded, as a type of ‘natural disaster’.”

DeVito v. Wolf, *supra*, 227 A.3d at 888-889 (emphasis supplied).

19. The Pennsylvania Supreme Court also held that Governor Wolf was within his authority to declare the entire Commonwealth a disaster area, explaining:

“The virus spreads primarily through person-to-person contact, has an incubation period of up to fourteen days, one in four carriers of the virus are asymptomatic, and the virus can live on surfaces for up to four days. Thus, **any location (including Petitioners’**

businesses) where two or more people can congregate is within the disaster area.”

DeVito v. Wolf *supra*, 227 A.3d at 889-890 (emphasis supplied).

Insurance Coverage

20. Defendant issued the All Risk Deluxe Business Insurance policy to Plaintiff for the policy period between February 26, 2020 and February 26, 2021 (the “Policy”, Exhibit “1”), under which all nine separate restaurant entities identified in paragraph 1 of this Complaint are listed as insured premises.
21. **The Policy is an all-risk policy** as it provides coverage under the Policy for all physical loss or damage unless the loss is specifically excluded or limited by the express terms of the Policy.
22. Additionally, Plaintiff also purchased at additional expense the **Property Choice-Specialized Property Insurance Coverage for Restaurants -Deluxe** endorsement, which included special limited coverage for losses caused by virus:

“Fungus”, Wet Rot, Dry Rot, Bacteria and **Virus** – Limited Coverage provides:

“a. The coverage described below only applies when the “fungus”, wet rot, dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

(1) A ‘specified cause of loss’ other than fire or lightening;
b. We will pay for loss or damage by “fungus”, wet rot, dry rot, bacteria and virus. As used in this Limited Coverage, the term loss or damage means:

(1) Direct physical loss or direct physical damage to Covered Property caused by “fungus”, wet rot, dry rot, bacteria, or virus, including the cost of removal of the “fungus”, wet rot, dry rot, bacteria or virus;

c. The coverage described under this Limited Coverage is limited to \$50,000 at each “Scheduled Premises”. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of “specified causes of loss. . . .”

Policy, Form PC 50 59 01 18, page 6 of 15.

23. Under this provision damage caused by virus became a Covered Cause of Loss only if said virus resulted from a Specified Cause of Loss, but the term 'specified cause of loss' is not defined.
24. Plaintiff also purchased at additional expense, the Endorsement, **Property Choice Business Income and Extra Expense Coverage Form**, which provided **additional** coverage for **civil authority** and additional coverage for a loss caused by **virus**:

“Civil Authority

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur when access to your 'Scheduled Premises' is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your 'Scheduled Premises.'
- b. The coverage for Business Income will begin after the Waiting Period of 72 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverage or is shown by endorsement) after the order of a civil authority and coverage will end at the earlier of:
 - (1) When access is permitted to your "Scheduled Premises"; or
 - (2) 30 consecutive days after the order of the civil authority.
- c. The coverage for Extra Expense will begin immediately after the order of a civil authority and coverage will end at the earlier of:
 - (1) When access is permitted to your "Scheduled Premises"; or
 - (2) 30 consecutive days after the order of civil authority."

Policy, Form PC 26 02 01 18, pages 2 and 3 of 9.

25. Access to Plaintiff's Scheduled Premises was specifically prohibited by the civil authority orders due to the Covered Cause of Loss – the virus.
26. This added Endorsement, Property Choice Business Income and Extra Expense Coverage Form, which Plaintiff purchased at an additional expense, provided additional virus coverage:

“Fungus’, Wet Rot, Dry Rot, Bacteria and Virus – Limited Coverage

a. The coverage described below only applies when the “fungus”, wet rot, dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

(2) A ‘specified cause of loss’ other than fire or lightening; . . .

b. The following applies only if Business Income and/or Extra Expense coverage applies to the ‘Scheduled Premises’ and only if the necessary interruption of your business operations satisfies all of the terms and conditions of this Coverage Part.

(1) If the loss which results in “fungus”, wet rot, dry rot, bacteria or virus does not in itself necessitate a necessary interruption of your business operations, **but such interruption is necessary due to loss or damage to property caused by “fungus”, wet rot, dry rot, bacteria or virus, then our payment under Business Income and/or Extra Expenses is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. These days need not be consecutive.”**

Policy, Form PC 26 02 01 18, page 5 of 9 (emphasis supplied).

27. Unlike the Property Choice – Specialized Property Insurance Coverages for Restaurants -

Deluxe, the Endorsement Property Choice Business Income and Extra Expense Coverage

Form – Additional Coverages purchased by Plaintiff provides where the virus alone causes

the loss, as the endorsement does not require the virus to be the result of another covered

loss.

28. The Property Choice Business Income and Extra Expense Coverage Form, (i.e., business

interruption coverage) provides:

“A. COVERAGE

We will pay up to the Business Income and Extra Expense Limit of Insurance stated in the Property Choice – Schedule of Premises and Coverages for the actual loss of Business Income you sustain and the actual necessary and reasonable Extra Expense you incur due to the necessary interruption of your business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at “Scheduled Premises” where a limit of insurance is shown for Business Income and Extra Expenses. If you are a tenant, this Coverage applies to that portion of the building which you rent, lease or occupy, and extends to common service areas and access routes to your area.”

Policy, Form PC 00 20 01 18, page 1 of 4 (emphasis supplied).

29. The Property Choice Business Income and Extra Expense Coverage Form defines coverage as:

“COVERAGE

We will pay for direct physical loss of or direct physical damage to the following types of Covered Property caused by or resulting from a Covered Cause of Loss. Covered Property, as used in this Coverage Part, means the type of property described in this Section A.1. Covered Property for which a Limit of Insurance and a premises address is shown in the Property Choice – Schedule of Premises and Coverages.

1. Covered Property
 - a. Building means buildings or structures that:
 - (1) You own; or
 - (2) Are responsible for insuring. . . .”

Policy, Form PC 00 01 18, page 1 of 6 (emphasis supplied).

30. Plaintiff suffered a direct physical loss of its covered properties as a direct result of the virus and/or acts of civil authorities in response to the virus which declared **COVID-19 to be a natural disaster and a catastrophe of massive proportions** and ordered the forced closure of all non-essential businesses in the immediate vicinity of Plaintiff’s restaurants as well as Plaintiff’s dining facilities.

31. The Plaintiff’s interruption of business and the direct physical loss of its business properties were not caused by any of the exclusions set forth in the All-Risks Policy.

32. Plaintiff provided timely notice of its losses to Defendants and complied with all requirements and conditions precedent contained in the Policy.

33. Notwithstanding the foregoing, Defendant’s agent denied Plaintiff’s claims for business losses under the Policy claiming:

“No direct physical loss or damage has occurred at any location that would qualify as a Dependent Property. Accordingly, coverage for Business Income from Dependent Properties is not provided for your

claim, at a minimum, because there has been no physical loss or damage at the premises of a Dependent Property. Even to the extent it was determined that there was physical loss or damage to property at a Dependent Property, coverage is only provided when damage is caused by or results from a Covered Cause of Loss.

We have no information to indicate that a civil authority issued an order as a direct result of a covered cause of loss to property in the immediate area of your scheduled premises; accordingly, this additional coverage is not available for your claimed loss of business income. If you believe there is an order of a civil authority as the result of a Covered Cause of Loss to property in your immediate area, please immediately send to my attention for review.”

See April 10, 2020, Letter from David Foreman, General Adjuster, The Hartford, to Plaintiff Harvest Restaurant Holdings, LLC, attached hereto and marked as Exhibit “2”.

34. Essentially, Defendant has denied coverage based on the following:

First . . . “no direct physical loss or damage has occurred”, or alternatively if it is determined that there is a physical loss, coverage is excluded because the loss was not a “covered loss”.

35. Defendant purposefully failed to acknowledge that the instant Policy also provides coverage for direct physical loss of covered property. *See Policy language set forth in Paragraphs 30 and 31 above.*

36. There is no question that Plaintiff was covered for the direct physical loss of its dining facilities as the direct result of the virus and/or the acts of civil authorities from March of 2020, through July of 2020.

37. The instant Policy and in particular, the endorsement Property Choice Business Income and Extra Expense Coverage Form – Additional Coverage specifically provided coverage for civil authority and virus. *See Policy language set forth in Paragraphs 26 and 28 above.*

38. As used in the Policy, the term “physical loss of” is separate and distinct and has an independent meaning from the term “physical damage to”.

39. The Policy does not define “physical”.
40. The Policy does not define “loss”.
41. The Policy does not define “physical loss of property”.
42. The Policy does not define “physical damage to property”.
43. The Policy does not define “damage”.
44. When undefined, the phrase “physical loss of or physical damage to” is susceptible to more than one reasonable interpretation.
45. Under Pennsylvania law, when the undefined phrase “physical loss of or damage to” is susceptible to more than one reasonable interpretation, it must be construed against the drafter (which here is the Defendant).
46. The Oxford Dictionary defines “loss” as: “the state of no longer having something or as much of something.”
- https://www.oxfordlearnersdictionaries.com/us/definition/american_english/loss.
47. Clearly, Plaintiff suffered the direct physical loss of property as it no longer had the use of its Scheduled Premises/dining facilities due to the virus and civil authority orders.
48. Equally revealing is Defendant’s description of physical loss that Defendant refers to in its declination letter:

“C. DEFINITIONS

7. **‘Pollutants and Contaminants’** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste or any another material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare.”

Exhibit 2, page 5 of 6, *quoting* Property Choice Conditions and Definitions Form PC 00 90

01 03 (emphasis supplied). Certainly, in this case the covered Cause of Loss virus caused or

threatened to cause impurity to property, loss of use of property, or threatened human health or welfare.

49. At every and all times Plaintiff paid the additional insurance premiums reasonably believing that if there was a loss of business income caused by a loss of its facilities caused by a virus and/or for loss if a civil authority prohibited access, Plaintiff they would be compensated for loss of business income for at least thirty (30) days if not for the entire closure period.

50. Defendant's attempts to exclude coverage by maintaining that none of the policy endorsements provide coverage, i.e., because the virus did not result from a "Covered Loss" is thwarted by the policy language itself:

"The following applies only if Business Income and/or Extra Expense coverage applies to the "Scheduled Premises" and only if the necessary interruption of your business operations satisfies all terms and conditions this Coverage Part.

(1) If the loss which results in "fungus", wet rot, dry rot, bacteria or virus does not in itself necessitate a necessary interruption of your business operations, **but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot, dry rot, bacteria, or virus, then our payment under Business Income and/or Extra Expenses is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.**"

The Policy, Form PC 26 02 01 18, page 5 of 9 (emphasis supplied).

51. Clearly the business interruption at Plaintiff's Scheduled Premises caused by the virus alone triggers coverage under the Policy.

52. Defendant was repeatedly warned and have been aware for years of the potential impact of such a virus.

53. In 2005, in response to the 2003 outbreak of SARS, the Insurance Services Office (ISO) decided against modifying a "contamination" exclusion to exclude virus from the standard

property policy but rather decided to proceed with a standalone “Exclusion of Loss Due to Virus or Bacteria”.

54. In 2006, ISO considered the need to draft an exclusion that would bar coverage for losses caused by a virus, and in July of 2006, ISO prepared a circular as part of its filing with state insurance regulators including (Pennsylvania, New Jersey and Florida) of a standard exclusion of loss due to human disease-causing viruses and bacteria. In that circular, ISO cited “rotavirus, SARS, [and] influenza” and observed that “[t]he universe of disease-causing organisms is always in evolution.” *See* ISO circular, attached hereto and marked as Exhibit “3”.
55. IOS’s circular further recognized that “Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property.” *See* Exhibit “3”.
56. With its circular, ISO acknowledged and the Defendant knew that:
- a) The presence of a human disease-causing virus could give rise to physical loss or damage to property;
 - b) Such damage could trigger coverage under property policies for property losses, including business interruption losses; and
 - c) Absent addition of ISO’s exclusion, the existing language in property policies, like that issued by Defendant here, did not clearly and unambiguously bar coverage for such losses.
57. Accordingly, since 2006 insurers, including Defendant, have had the opportunity to incorporate, and have incorporated, this standard virus exclusion in their policies in an effort to avoid covering losses due to a disease such as COVID-19,

58. Defendant nonetheless, for extra premium payments, provided virus coverage in endorsements.

59. That is precisely why Defendant, knowing that the virus could cause such loss, limited its insureds' recovery to thirty (30) days for each Scheduled Premises as evidenced by the Endorsement purchased by Plaintiff; the Property Choice Business Income and Extra Expense Coverage Form – Additional Coverages provides:

“6. “Fungus”, Wet Rot, Dry Rot, Bacteria and Virus – Limited Coverage

...

b. The following applies only if Business Income and/or Extra Expense coverage applies to the “Scheduled Premises” and only if the necessary interruption of your business operations satisfies all terms and conditions of this Coverage Part.

(1) If the loss which results in “fungus”, wet rot, dry rot, bacteria or virus does not in itself necessitate a necessary interruption of your business operations, **but such interruption is necessary due to loss or damage to property caused by “fungus”, wet rot, dry rot, bacteria or virus, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.”**

Policy, Exhibit 1, Form PC 26 02 01 18, page 5 of 9 (emphasis supplied).

60. Clearly, Defendant Hartford knew that virus also could cause loss and limited the amount of loss under the Property Choice Business Income and Extra Expense Coverage Endorsement to only thirty (30) days time to limit its exposure.

Causes of Action

COUNT I

DECLARATORY JUDGMENT – VIRUS and/or CIVIL AUTHORITY COVERAGE

61. Plaintiff repeats and incorporates the allegations in Paragraphs one (1) through sixty (60) as if fully set forth herein.

62. Under the Declaratory Judgments Act, 42 Pa. C.S. §§ 7531-7541, this Court has jurisdiction to declare the rights and legal relations of the parties in a contractual dispute.
63. Plaintiff's Policy is a contract under which Defendant was paid premiums in exchange for its promise to pay Plaintiff's losses for any claims not **specifically excluded** by the All Risk Policy and added Endorsements, Property Choice Business Income and Extra Expense Coverage Form – Additional Coverages.
64. The Policy issued by the Defendant to Plaintiff requires Defendant to pay for losses of business income sustained and extra expenses incurred when, among other things, the civil authorities prohibited access to the insured's property.
65. Plaintiff has suffered demonstrable financial losses and expenses as a result of the actions of the civil authorities that prohibited all access to the insured premises.
66. Plaintiff's losses satisfied all of the requirements to trigger civil authority coverage under Plaintiff's Policy.
67. The Policy issued by the Defendant to Plaintiff requires Defendant to pay for losses of business income sustained and extra expenses incurred when, among other things, virus causes loss of property.
68. Plaintiff has suffered demonstrable financial losses and expenses as a result of the losses caused by virus.
69. Plaintiff's losses satisfied all of the requirements to trigger virus coverage under Plaintiff's Policy.
70. Plaintiff has complied with all applicable provisions and conditions precedent in the Policy and/or those provisions have been waived by Defendant or Defendant is estopped from asserting those provisions.

71. Defendant has breached its insurance coverage obligations pursuant to the Policy's express terms and have wrongfully and illegally refused to provide coverage to Plaintiff for which Plaintiff has contracted and is entitled to collect.

72. An actual case or controversy exists regarding Plaintiff's rights and Defendant's obligations under the Policy to reimburse Plaintiff for the full amount of covered virus and/or civil authority losses incurred by Plaintiff in connection with the closure orders and the necessary interruption of its businesses stemming from the orders intended to mitigate the COVID-19 global pandemic.

WHEREFORE, Plaintiff seeks a declaratory judgment from this Court declaring that:

- a) The Defendant's policy provided coverage for Plaintiff's losses caused by the virus and/or civil authority and interruption of its business operations stemming from the COVID-19 pandemic; and
- b) Defendant is obligated to pay Plaintiff the full amount of the losses incurred and to be incurred in connection with the covered losses related to the virus and/or closure orders and the cessation of its business operations stemming from the virus and/or civil authorities' orders.

COUNT II

BREACH OF CONTRACT – VIRUS and/or CIVIL AUTHORITY COVERAGE

73. Plaintiff repeats and incorporates the allegations in Paragraphs one (1) through seventy two (72) as if fully set forth herein.

74. Plaintiff's All Risk Policy is a contract under which Defendant was paid premiums in exchange for their promises to pay Plaintiff's losses for all business loss claims not excluded under the All Risk Deluxe Policy and added All Risk Policy and added Endorsement

Property Choice Business Income and Extra Expense Coverage Form – Additional Coverages.

75. Pursuant to the terms of Plaintiff's Policy, Defendant agreed to pay for Plaintiff's lost business income and the necessary expenses incurred when, among other things, there is damage to property near the insured premises resulting from a covered cause of loss, the civil authority prohibits access to the insured property, and the civil authority action is taken in response to dangerous physical conditions.
76. Plaintiff has suffered losses and incurred expenses as a result of actions of the civil authorities that prohibited access to neighboring properties as well as its premises insured under the All Risk Policy.
77. The losses suffered by Plaintiff satisfied all of the requirements to trigger the civil authority coverage under the Policy.
78. Pursuant to the terms of Plaintiff's Policy, Defendant agreed to pay for lost business income sustained and the necessary expenses incurred when, among other things, there is loss suffered as the result of virus.
79. Plaintiff has suffered losses and incurred expenses as a result of damaged caused by virus or threatened to be caused by virus.
80. The losses suffered by Plaintiff satisfied all of the requirements to trigger the virus coverage under the Policy.
81. Plaintiff has complied with all applicable provisions and conditions precedent contained in the Policy and/or those provisions have been waived by Defendant or Defendant is estopped from asserting them.

82. Defendant, without justification, has refused performance under the Policy by denying coverage for these losses and expenses which are not excluded under the express terms of the Policy. Accordingly, Defendant is in breach of the Policy.
83. By denying the claims for business losses incurred by Plaintiff in connection with virus and/or the closure orders, Defendant has breached its coverage obligations under the Policy and added Endorsement Property Choice Business Income and Extra Expense Coverage Form – Additional Coverages.
84. As a result of Defendant's breaches of the Policy, Plaintiff has sustained substantial damages for which Defendant is liable in an amount to be established at trial.

WHEREFORE, Plaintiff seeks compensation for the damages it has sustained as the result of Defendant's breaches of the Policy as well as other relief deemed appropriate by this Court, including prejudgment interest, attorneys' fees, and costs.

COUNT III

DECLARATORY JUDGEMENT – BUSINESS INCOME COVERAGE

85. Plaintiff repeats and incorporates the allegations in Paragraphs one (1) through eighty four (84) as if fully set forth herein.
86. Under the Declaratory Judgments Act, 42 Pa. C.S. §§ 7531-7541, this Court has jurisdiction to declare the rights and other legal relations of the parties in dispute.
87. Plaintiff's Policy is a contract under which Defendant was paid premiums in exchange for its promise to pay Plaintiff's losses for claims covered under the Policy.
88. In Plaintiff's Policy, Defendant agreed to pay for its insured's actual losses of business income sustained due to the necessary suspension and curtailment of their business operations during the period of restoration.

89. Plaintiff has suffered direct physical losses of and damages to its property as a result of the virus/COVID-19 global pandemic and the resultant orders of civil authorities, which have resulted in suspension and curtailment of its business operations causing Plaintiff to suffer losses of business income.
90. These suspensions, curtailments and losses triggered the business income coverage under Plaintiff's Policy and added Endorsement.
91. Plaintiff has complied with all applicable provisions and conditions precedent contained in the Policy and/or those provisions have been waived by Defendant or Defendant is estopped from asserting said provisions, and yet Defendant has breached its insurance coverage obligations pursuant to the Policy's clear and unambiguous terms and has wrongfully and illegally refused to provide the coverages to which Plaintiff is entitled.
92. An actual controversy exists regarding Plaintiff's rights and Defendant's obligations under the Policy to reimburse Plaintiff for the business income losses sustained by Plaintiff in connection with the suspension and curtailment of its businesses stemming from virus and/or civil authority orders intended to mitigate the COVID-19 global pandemic.

WHEREFORE, Plaintiff seeks a declaratory judgment from this Court declaring:

- a) Plaintiff's business income losses incurred in connection with the virus and/or the civil authorities' orders and the necessary interruptions of its businesses stemming from the orders intended to mitigate the COVID-19 pandemic are insured losses under its All Risk Policy and added Endorsement Property Choice Business Income and Extra Expense Coverage Form;
- b) Defendant is obligated to pay Plaintiff for the full amount of its business income losses incurred and to be incurred in connection with the virus and/or civil

authorities' orders during the period of restoration and the necessary interruption and curtailment of their businesses stemming from orders intended to mitigate the COVID-19 pandemic.

COUNT IV
BREACH OF CONTRACT- BUSINESS INCOME COVERAGE

93. Plaintiff repeats and incorporates the allegations in Paragraphs one (1) through ninety two (92) as if fully set forth herein.
94. Plaintiff's Policy is a contract under which Defendant was paid premiums in exchange for its promise to pay Plaintiff's losses for all claims not specifically excluded by the Policy.
95. In Plaintiff's Policy, Defendant agreed to pay for its insured's actual loss of business income.
96. Plaintiff has suffered direct physical loss of its covered premises causing Plaintiff to suffer losses of its business income.
97. These suspensions and losses triggered business income coverage under Plaintiff's Policy.
98. Plaintiff has complied with all applicable provisions and conditions precedent contained in the Policy and/or those provisions have been waived by Defendant or Defendant is estopped from asserting them.
99. Defendant, without justification, has refused performance under the Policy by denying coverage for Plaintiff's covered losses and expenses. Accordingly, Defendant is in breach of the Policy.
100. By denying coverage for any business losses incurred by Plaintiff as a result of the virus and/or closure orders and orders intended to mitigate the COVID-19 pandemic, Defendant has breached their coverage obligations under the Policy.

101. As a direct result of Defendant's breach of its contractual obligations under the Policy, Plaintiff has sustained substantial damages for which Defendant is liable, in an amount to be established at trial.

WHEREFORE, Plaintiff seeks compensatory damages arising from Defendant's breaches of the Policy and seeks all other relief deemed appropriate by this Court including prejudgment interest, attorneys' fees, and costs.

COUNT V

DECLARATORY JUDGMENT – EXTRA EXPENSE COVERAGE

102. Plaintiff repeats and incorporates the allegations in Paragraphs one (1) through one hundred and one (101) as if fully set forth herein.

103. Under the Declaratory Judgments Act, 42 Pa. C.S. §§ 7531-7541, this Court has jurisdiction to declare the rights and legal relations of the parties in dispute.

104. Plaintiff's Policy is a contract under which Defendant was paid premiums in exchange for its promise to pay Plaintiff's losses for covered claims not specifically excluded by the All Risks Policy.

105. In Plaintiff's Policy, Defendant agreed to pay for extra expenses incurred by Plaintiff during any period of restoration. These extra expenses include expenses to avoid or minimize the suspension of business, continue operations, and to repair, sanitize or replace property.

106. Plaintiff has suffered a direct physical loss of and damage to its property as a result of the virus/COVID-19 and/or the orders of civil authorities, which resulted in a suspension of its business operations. As a result, Plaintiff has incurred extra expenses.

107. Plaintiff's losses triggered extra expense coverage under Plaintiff's All Risk Policy.

108. Plaintiff has complied with all applicable provisions and conditions precedent contained in the All Risks Policy and/or those provisions have been waived by Defendant or Defendant is estopped from asserting those provisions.
109. Defendant has breached its insurance coverage obligations pursuant to the Policy's clear terms and have wrongfully and illegally refused to provide coverage to Plaintiff to which Plaintiff is entitled.
110. An actual case or controversy exists regarding Plaintiff's rights and Defendant's obligations under the Policy to reimburse Plaintiff for the full amount of extra expense losses incurred by Plaintiff in connection with the virus and/or closure orders and the necessary interruption of its businesses stemming from the orders intended to mitigate the COVID-19 global pandemic.

WHEREFORE, Plaintiff seeks a declaratory judgment from this Court declaring that:

- a) Plaintiff's extra expense losses incurred in connection with the virus and/or closure orders and the necessary interruption of its businesses stemming from the COVID-19 pandemic are insured losses under the Policy; and
- b) Defendant is obligated to pay Plaintiff the full amount of the extra expense losses incurred and to be incurred in connection with the covered losses related to the virus and/or closure orders and the necessary interruption of its businesses stemming from the civil authorities' orders intended to mitigate the COVID-19 pandemic.

COUNT V

BREACH OF CONTRACT- EXTRA EXPENSE COVERAGE

111. Plaintiff repeats and incorporates the allegations in Paragraphs one (1) through one hundred and ten (110) as if fully set forth herein.
112. Plaintiff's Policy is a contract under which Defendant was paid premiums in change for their promises to pay Plaintiff's losses for covered claims not specifically excluded under the All Risks Policy.
113. Pursuant to the terms of Plaintiff's Policy, Defendant agreed to pay for extra expenses incurred by Plaintiff during the period of restoration that Plaintiff would not have incurred if there had been no loss or damage to the insured premises. These extra expenses include expenses to avoid or minimize the suspension of business, continue operations, and to repair or replace property.
114. Plaintiff has suffered a direct and physical loss of and damage to its property as a result of the virus/COVID-19 and/or the orders of the civil authorities, which resulted in a suspension and curtailment of their business operations causing Plaintiff to incur extra expenses.
115. The extra expenses incurred by Plaintiff satisfied all of the requirements to trigger extra expense coverage under Plaintiff's Policy.
116. Plaintiff has complied with all applicable provisions and conditions precedent contained in the Policy and/or those provisions have been waived by Defendant or Defendant is estopped from asserting them.

117. Defendants, without justification, have refused performance under the All Risk Policy by denying coverage for these extra expenses. Accordingly, Defendant is in breach of the Policy.

118. By denying for these extra expense losses incurred by Plaintiff in connection with the virus and/or closure order and orders intended to mitigate the COVID-19 pandemic, Defendant has breached its coverage obligations under the Policy.

119. As a result of Defendant's breaches of the All Risk Policy, Plaintiff has sustained substantial damages for which Defendant is liable in an amount to be established at trial.

WHEREFORE, Plaintiff seeks compensation for the damages it has sustained as the result of Defendant's breaches of the contract of insurance as well as other relief deemed appropriate by this Court, including prejudgment interest, attorneys' fees, and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendant as follows:

- a) Entering declaratory judgment on Counts I, III, and V in favor of Plaintiff;
- b) Entering judgments on Counts II, IV, and VI in favor of Plaintiff and awarding Plaintiff damages for breach of contract in an amount to be determined at trial;
- c) Awarding Plaintiff costs and disbursements and reasonable allowances for the fees of Plaintiff's counsel, and Plaintiff's experts and reimbursement of expenses;
- d) Awarding Plaintiff pre-judgment and post-judgment interest; and
- e) Awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all issues so triable.

Respectfully submitted,
DONAGHUE & LABRUM, LLP

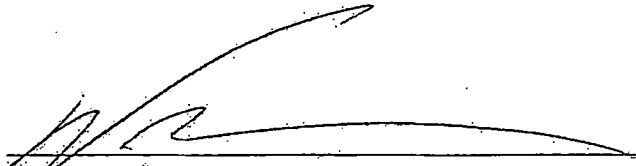
BY: 

HUGH A. DONAGHUE, ESQUIRE

Dated: February 25, 2022

VERIFICATION

I, David Magrogan, verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. The language of the Complaint is that of counsel and not of the undersigned. To the extent that the contents of the Complaint are that of counsel and/or legal terminology, I have relied upon counsel in taking this Verification. I understand that this Verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

A handwritten signature in black ink, appearing to read 'D. Magrogan', is written over a horizontal line.

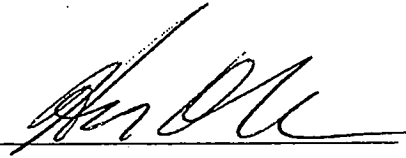
David Magrogan

Date: February 24, 2022

CERTIFICATE OF COMPLIANCE

I hereby certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted By:

Signature: 

Name: Hugh A. Donaghue, Esquire
Attorney Number: 37283
Counsel for Plaintiff

Prepare. Protect. Prevail.



Business Insurance
Employee Benefits
Auto
Home

Jan 25, 2021

Re: Insured: HARVEY RESTAURANT HOLDINGS LLC
Policy Number: 20 UUN IC8651
Policy Term: 02/26/2020-02/26/2021
Writing Company: HARTFORD FIRE INSURANCE CO, TRUMBULL INS CO

This will verify that, to the best of the undersigned's knowledge, the attached is a complete and accurate representation of insurance policy referenced above. Documents and/or information produced herewith are kept and maintained in the ordinary course of business.

Lori Francis

Lori Francis
Operations Support Specialist
Clinton Business Center
Hartford Office Location

301 Woods Park Dr.
Clinton, NY 13323
Toll Free: 888-525-2652
Fax: 866-809-1178



Prepare. Protect. Prevail.



Jan 25, 2021

Re: Insured: HARVEY RESTAURANT HOLDINGS LLC
Policy Number 20 UUN IC8651
Policy Term: 02/26/2020-02/26/2021
Writing Company: HARTFORD FIRE INSURANCE CO, TRUMBULL INS CO

This will verify that, to the best of the undersigned's knowledge, the attached is a complete and accurate representation of insurance policy referenced above. Documents and/or information produced herewith are kept and maintained in the ordinary course of business.

Lori Francis

Lori Francis
Operations Support Specialist
Clinton Business Center
Hartford Office Location

301 Woods Park Dr.
Clinton, NY 13323
Toll Free: 888-525-2652
Fax: 866-809-1178

Special Multi-Flex Business Insurance Policy



This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

POLICY NUMBER: 20 UUN IC8651 K3
RENEWAL OF: 20 UUN IC8651



Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204
21 W WASHINGTON ST STE EF
WEST CHESTER, PA 19380
(CHESTER COUNTY)

Policy Period: From 02/26/20 To 02/26/21
12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium: \$228,551.75

Coverage Part and Insurance Company Summary

Advance Premium

PROPERTY CHOICE
HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

\$ 39,273.00

COMMERCIAL AUTO
TRUMBULL INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06155

\$ 6,385.00

LISTING OF ADDITIONAL COVERAGE PARTS CONTINUED ON THE FOLLOWING PAGE.

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH09850115 IH12040312 IH99400409 IH99410409 IL00210908
IL01410908 IL02460907 IL09100702 PC00010109 HA00250615 HC00100798
HC00180295 HC00200295

Agent/Broker Name: IRONWOOD INSURANCE SERVICES LLC

Countersigned by
(Where required by law)

Susan L. Castaneda
Authorized Representative

02/26/20
Date

COMMON POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 UDN IC8651

ADDITIONAL COVERAGE PARTS (CONTINUED)

COVERAGE PART AND INSURANCE COMPANY SUMMARY

ADVANCE PREMIUM

COMMERCIAL GENERAL LIABILITY
LIQUOR LIABILITY INSURANCE
EMPLOYEE BENEFITS LIABILITY
HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

\$182,677.00

NJPLGA SURCHARGE
FLORIDA FIRE COLLEGE SURCHARGE

\$195.00
\$21.75



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN
RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK
INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

TERRORISM PREMIUM	
Coverage:	Premium (if Covered):
PROPERTY	\$ 1,040.00
GENERAL LIABILITY	\$ 1,806.00
 TOTAL	 \$ 2,846.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown above in this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to

coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

HARVEST RESTAURANT HOLDINGS, LLC
HARVEST MOORESTOWN, LLC
HARVEST RADNOR, LLC
HARVEST CHADDS FORD, LLC
HARVEST NORTH WALES, LLC
HARVEST SUSQUEHANNA VALLEY, LLC
HARVEST SEASONAL GRILL DELRAY, LLC DBA HARVEST SEASONAL GRILL &
WINE BAR
LOCAL GREENS DELRAY, LLC
HARVEST MONTAGE, LLC
HARVEST NEWTOWN BUCKS COUNTY, LLC
HARVEST LANCASTER, LLC



Named Insured: HARVEST RESTAURANT HOLDINGS LLC

Policy Number: 20 UUN IC8651

Effective Date: 02/26/20

Expiration Date: 02/26/21

Company Name: HARTFORD FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

PROPERTY CHOICE COVERAGE PART - DECLARATIONS



POLICY NUMBER: 20 UUN IC8651

This PROPERTY CHOICE COVERAGE PART consists of:

- A. This Declarations;
- B. Property Choice Schedule of Premises and Coverages;
- C. Property Choice Conditions and Definitions;
- D. Property Choice Coverage Form;
- E. Property Choice Specialized Property Insurance Coverages;
- F. Property Choice Covered Causes of Loss and Exclusions Form; and
- G. Any other Coverage Forms, Conditions Forms, Endorsements and Schedules issued to be a part of this Coverage Part and listed below.

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions found in the Property Choice Conditions and Definitions (Form Number PC 00 90).

ADVANCE PREMIUM: \$39,273.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Property Choice Declarations" or the "Common Policy Declarations".

All Schedules listed on this Declarations are part of this Declarations.

Form Numbers of Coverage Forms, Endorsements, and Schedules that are a part of this Coverage Part:

PC00910118 PC00020119T PC50590118 PC20230109 PM20520211 PC00900119
IH09400115 PC26020118 PC00100118 PC00200118 PC00300113 PC10100118
PC10200118 PC10400118 PC10720118 PC10830118 PC20220118 PC20440118
PC25140113 PC27010109 PC00970109 PC00500118 PC30370408 PC30500699
PC31090212 PC31290807 PC31370704

PROPERTY CHOICE - SCHEDULE OF
PREMISES AND COVERAGES



POLICY NUMBER: 20 UUN IC8651

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUSINESS PERSONAL PROPERTY

\$13,775,000

VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMITS OF INSURANCE
IN ANY ONE OCCURRENCE

BUSINESS INCOME AND EXTRA EXPENSE:

\$4,050,000

72 HOUR WAITING PERIOD APPLIES
PAYROLL IS INCLUDED

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

COINSURANCE PROVISION:

UNLESS OTHERWISE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

CAUSES OF LOSS - EARTHQUAKE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES IN TOTAL SITUATED IN:

	POLICY YEAR LIMIT OF INSURANCE
CALIFORNIA	NOT COVERED
ALABAMA	NOT COVERED
GEORGIA	NOT COVERED
LOUISIANA	NOT COVERED
NORTH CAROLINA	NOT COVERED
ALL OTHER STATES	\$5,000,000

CAUSES OF LOSS - EARTHQUAKE DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE. THE LARGEST POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE.

CAUSES OF LOSS - FLOOD

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

POLICY YEAR
LIMIT OF INSURANCE

ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES SITUATED IN ZONE PREFIXED (C) AS DESIGNATED BY THE NATIONAL FLOOD INSURANCE ACT OF 1968 (OR ANY SUBSEQUENT AMENDMENT):

\$5,000,000

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

CAUSES OF LOSS - FLOOD DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE.

THE LARGEST FLOOD POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE

CAUSE OF LOSS - ELECTRONIC VANDALISM

LIMIT OF INSURANCE
IN ANY ONE POLICY YEAR
ELECTRONIC VANDALISM: \$300,000

6 HOUR WAITING PERIOD APPLIES TO ELECTRONIC VANDALISM - BUSINESS INCOME OR RENTAL INCOME LOSS.

THE FOLLOWING COVERAGE EXTENSIONS ARE FOUND IN THE CAUSE OF LOSS - ELECTRONIC VANDALISM FORM AND ARE INCLUDED IN THE CAUSE OF LOSS - ELECTRONIC VANDALISM - POLICY YEAR LIMIT OF INSURANCE AND NOT IN ADDITION TO:

DENIAL OF SERVICE - BUSINESS INCOME: \$25,000
12 HOUR WAITING PERIOD APPLIES TO DENIAL OF SERVICE - BUSINESS INCOME LOSS.

ELECTRONIC EXTORTION DEMAND: \$10,000 IN ANY ONE POLICY YEAR

GOOD FAITH ADVERTISING EXPENSE: \$25,000 IN ANY ONE POLICY YEAR

CAUSES OF LOSS - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

LIMITS OF INSURANCE

CFC REFRIGERANTS:

INCLUDED IN THE LIMIT
OF INSURANCE APPLICABLE
TO EQUIPMENT BREAKDOWN

HAZARDOUS SUBSTANCES:

\$100,000

SPOILAGE:

\$100,000

EXPEDITING EXPENSES:

\$100,000

DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE -
SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY EARTHQUAKE:

IN ANY ONE OCCURRENCE: \$25,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD APPLIES.

BY FLOOD:

ALL PREMISES IN ANY ONE OCCURRENCE
SITUATED IN ZONE PREFIXED (C)
AS DESIGNATED BY THE NATIONAL FLOOD
INSURANCE ACT OF 1968 (OR ANY
SUBSEQUENT AMENDMENT):

\$25,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD APPLIES.

BY ANY OTHER COVERED LOSS,

IN ANY ONE OCCURRENCE: \$5,000

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PROPERTY CHOICE - SCHEDULED PREMISES

THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONE OCCURRENCE UNLESS
OTHERWISE STATED.

* * * * *

PREMISES NO. 1

ADDRESS:

21 W WASHINGTON ST STE EF
WEST CHESTER, PA 19380
CHESTER COUNTY

OCCUPANCY: HARVEST RESTAURANT HOLDINGS, L

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:

72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED ~

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

* * * * *

PREMISES NO. 2

ADDRESS:

400 W ROUTE 38
MOORESTOWN, NJ 08057
BURLINGTON COUNTY

OCCUPANCY: HARVEST MOORESTOWN, LLC

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:
72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

* * * * *

PREMISES NO. 3

ADDRESS:

555 E LANCASTER AVE
WAYNE, PA 19087
DELAWARE COUNTY

OCCUPANCY: HARVEST RADNOR, LLC

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 3 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 4

ADDRESS:

549 WILMINGTON PIKE
GLEN MILLS, PA 19342
DELAWARE COUNTY

OCCUPANCY: HARVEST CHADDS FORD, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 4 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:
72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

* * * * *

PREMISES NO. 5

ADDRESS:

1460 BETHLEHEM PIKE STE 130
NORTH WALES, PA 19454
MONTGOMERY COUNTY

OCCUPANCY: HARVEST NORTH WALES, LLC

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:
72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

* * * * *

PREMISES NO. 6

ADDRESS:

2625 BRINDLE DR
HARRISBURG, PA 17110
DAUPHIN COUNTY

OCCUPANCY: HARVEST SUSQUEHANNA VALLEY, LL

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 7

ADDRESS:

1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH, FL 33483
PALM BEACH COUNTY

OCCUPANCY: HARVEST/LOCAL GREENS

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 7 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY
<p>1. <u>General Liability</u></p> <p>2. <u>Commercial Automobile</u></p> <p>3. <u>Workers Compensation</u></p> <p>4. <u>Professional Liability</u></p> <p>5. <u>Umbrella</u></p> <p>6. <u>Other</u></p>

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

\$2,050,000

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:

\$1,000,000

72 HOURS WAITING PERIOD APPLIES

PAYROLL IS INCLUDED

CAUSE OF LOSS - FLOOD:

NOT COVERED

DEDUCTIBLES

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY WINDSTORM OR HAIL:

PERCENTAGE

MINIMUM DEDUCTIBLE
IN ANY ONE OCCURRENCE

THE FOLLOWING PERCENTAGE APPLIES: 5%

\$1,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD
APPLIES

BY ANY OTHER COVERED LOSS,

IN ANY ONE OCCURRENCE: \$5,000

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

* * * * *

PREMISES NO. 8

ADDRESS:

7011 SHOPPES BLVD
MOOSIC, PA 18507
LACKAWANNA COUNTY

OCCUPANCY: HARVEST MONTAGE, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 9

ADDRESS:

2829 S EAGLE RD
NEWTOWN, PA 18940
BUCKS COUNTY

OCCUPANCY: HARVEST NEWTOWN BUCKS COUNTY,

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 9 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 10

ADDRESS:

1573 FRUITVILLE PIKE
LANCASTER, PA 17601
LANCASTER COUNTY

OCCUPANCY: HARVEST LANCASTER, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 10 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:
72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 20 UUN IC8651

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$ 6,385.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	HA00120615T	CA00011013	HA21020614	CA22371013
CA21921013	CA21931013	CA20011013	CA01800616	CA23441116
HA99080614	HA99160312			

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UUN IC8651

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	01	\$ 1,000,000	\$ 4,811.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	05	Separately stated in each Personal Injury Protection Endorsement.	\$ 28.00
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		\$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS	02	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 117.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	02,	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 274.00

COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 20 UUN IC8651

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	02	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 197.00
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	02	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 958.00
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	
DOWNTIME LOSS AND RENTAL REIMBURSEMENT & TOWING COVERAGE		Downtime Loss or Rental Reimbursement up to a maximum of \$100 per day, subject to a combined maximum of \$3,000 per loss. Towing up to a maximum of \$500 per "disablement" subject to a maximum \$2,500 per policy period	
		Endorsement Premium (Not included above)	
		TOTAL ADVANCE PREMIUM:	\$ 6,385.00

COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 20 UUN IC8651

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
	\$ 3,500	1.779	\$ 300.00 MP

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: \$ 300.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	75	\$ 464.00
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 464.00 MP

SCHEDULE OF COVERED AUTOS YOU OWN (ITEM THREE OF THE DECLARATIONS)



POLICY NUMBER: 20 UUN IC8651

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00001 17 RAM VAN PASSENGER ID NO. ZFBERFBB2H6F47072
GARAGED: WAYNE PA TERR: 141 CLASS: 03199
ORIG. COST NEW: \$ 27,155
LESSOR NO. 01
TAX LOC: ZIP CODE: 19087 RADIUS: L SIZE: 2500

COVERAGES:	SEQ. NO. 00001	PREMIUMS
LIABILITY		\$ 2,458.00
FIRST PARTY BENEFITS		\$ 10.00
UNINSURED MOTORISTS		\$ 57.00
UNDERINSURED MOTORISTS		\$ 126.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 83.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 519.00
DISCOUNTS APPLIED:		
ANTI-THEFT		

NO. 00002 13 TOYT SPORT UTILITY VEHI ID NO. JTEBU4BF4DK157204
GARAGED: WEST CHESTER PA TERR: 145 CLASS: 73910
ORIG. COST NEW: \$ 28,060 USE: PPT
TAX LOC: ZIP CODE: 19380

COVERAGES:	SEQ. NO. 00002	PREMIUMS
LIABILITY		\$ 1,589.00
FIRST PARTY BENEFITS		\$ 18.00
UNINSURED MOTORISTS		\$ 60.00
UNDERINSURED MOTORISTS		\$ 148.00
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		\$ 114.00
COLLISION \$ 1,000 DEDUCTIBLE		\$ 439.00
DISCOUNTS APPLIED:		
ANTI-THEFT		



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LIMITS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:

Named Insured:

The Limit shown in ITEM TWO of the Declarations for Uninsured Motorists Coverage and for Underinsured Motorists Coverage (when not included in Uninsured Motorists Coverage) is replaced by the limits shown below for the state indicated.

SCHEDULE

COVERAGE	LIMIT	STATE
UNINSURED MOTORISTS	\$ 1,000 ,000 each "accident"	PA
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists Coverage)	\$ 1,000 ,000 each "accident"	PA
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	

The state limit shown above completes the limit entry required on the endorsement(s) applicable in the same state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Insurance Company: TRUMBULL INSURANCE COMPANY	
Policy Number: 20 UUN IC8651	Effective Date: 02/26/20
Expiration Date: 02/26/21	
Named Insured: HARVEST RESTAURANT HOLDINGS LLC SEE IH1204	
Address: 21 W WASHINGTON ST STE EF WEST CHESTER PA 19380	
Additional Insured (Lessor): ALLY FINANCIAL	
Address: 10909 MCCORMICK RD HUNT VALLEY MD 21031	
Designation Or Description Of "Leased Autos":	

SEE SUBSEQUENT PAGE

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- You;
- Any of your "employees" or agents; or
- Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

SCHEDULE

LESSOR NO: 01

Designation or Description of "Leased Autos"

COV AUTO NO. 00001	17 RAM	ZFBERFBB2H6F47072	\$27,155-NEW
LIABILITY	\$1,000,000 EACH "ACCIDENT"		
PERSONAL INJURY PROTECTION	NO LESS THAN THE PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE) LIMIT REQUIRED BY LAW.		
COMPREHENSIVE	\$1,000 DEDUCTIBLE		
COLLISION	\$1,000 DEDUCTIBLE		

COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS



POLICY NUMBER: 20 UUN IC8651

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Occurrence Limit \$1,000,000

Damage to Premises Rented to You Limit - Any One Premises \$300,000

Medical Expense Limit - Any One Person \$10,000

Personal and Advertising Injury Limit \$1,000,000

General Aggregate Limit, \$2,000,000
(other than Products-Completed Operations)

Products-Completed Operations Aggregate Limit \$2,000,000

ADVANCE PREMIUM: \$131,862.00

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC70010605	CG25040509	HC00880916	HC23140617	HC23700115
HC30060916	HG00010916	CG24070196	HC12101185T	
IH12011185	CG 20 05 04 13			

ADDITIONAL INSURED - CONTROLLING INTEREST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CG 20 05 04 13

ADDITIONAL INSURED - CONTROLLING INTEREST

COMMERCIAL GENERAL LIABILITY COVERAGE PART

IT IS HEREBY AGREED AND UNDERSTOOD THAT FORM CG 20 05 04 13
ADDITIONAL INSURED - CONTROLLING INTEREST IS MADE A PART OF THIS
POLICY

**LIQUOR LIABILITY
COVERAGE PART - DECLARATIONS**



POLICY NUMBER: 20 UUN IC8651

This LIQUOR LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Liquor Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Common Cause \$1,000,000

Aggregate \$2,000,000

ADVANCE PREMIUM: \$50,611.00

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC23700115

HC70060914

CG00330413

HC00921001

HC12101185T

**EMPLOYEE BENEFITS LIABILITY
COVERAGE PART - DECLARATIONS (CLAIMS MADE)**



POLICY NUMBER: 20 UUN IC8651

This EMPLOYEE BENEFITS LIABILITY COVERAGE PART (CLAIMS MADE) consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Employee Benefits Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

Retroactive Date: 11/15/15 . If no date is entered, the Retroactive Date is the Inception Date of the Policy Period stated in the Common Policy Declarations.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Claim	\$1,000,000
Aggregate	\$2,000,000

ADVANCE PREMIUM: \$204.00

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC23700115 HC70110286 HC00210799 HC12101185T

COMMERCIAL GENERAL LIABILITY SCHEDULE



POLICY NUMBER: 20 UUN IC8651

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

RATING CLASSIFICATIONS

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA. 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,960,708
RATE: 3.9540
ADVANCE PREMIUM: 7,830.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 004/001 TERR: 513
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA. 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 4,705,715
RATE: 3.9540
ADVANCE PREMIUM: 18,792.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 005/001 TERR: 513
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA. 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 3,084,817
RATE: 3.9540
ADVANCE PREMIUM: 12,319.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 006/001 TERR: 510
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA. 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 4,376,671
RATE: 3.9540
ADVANCE PREMIUM: 17,478.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 008/001 TERR: 504
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA. 18507

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 3,000,000

RATE: 3.9540

ADVANCE PREMIUM: 11,981.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 009/001 TERR: 513
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA. 18940

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 2,516,000
RATE: 3.9540
ADVANCE PREMIUM: 10,048.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 010/001 TERR: 512
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA. 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 3,040,000
RATE: 3.9540
ADVANCE PREMIUM: 12,140.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 007/001 TERR: 002
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL. 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES. THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 4,368,848
RATE: 1.8030
ADVANCE PREMIUM: 7,956.00

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 002/001 TERR: 517
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ. 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH-TABLE-SERVICE.

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 4,490,486
RATE: 4.6360
ADVANCE PREMIUM: 21,026.00

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 003/001
LOCATION: 555 E LANCASTER AVE
WAYNE
PA. 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 1,960,708
RATE: 0.2960
ADVANCE PREMIUM: 586.00
FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 004/001
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA. 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 4,705,715
RATE: 0.2960
ADVANCE PREMIUM: 1,407.00
FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG. NO: 005/001
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA. 19454

CLASSIFICATION CODE NUMBER

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 3,084,817

RATE: 0.2960

ADVANCE PREMIUM: 922.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART--(FORM-HC 00 10)

PRMS/BLDG. NO: 006/001
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA. 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 4,376,671

RATE: 0.2960

ADVANCE PREMIUM: 1,308.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

PRMS/BLDG. NO: 008/001
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA. 18507

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 3,000,000

RATE: 0.2960

ADVANCE PREMIUM: 897.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 009/001
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA. 18940

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 2,516,000

RATE: 0.2960

ADVANCE PREMIUM: 752.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 010/001
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA. 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 3,040,000

RATE: 0.2960

ADVANCE PREMIUM: 909.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 007/001
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL. 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 4,368,848

RATE: 0.8420

ADVANCE PREMIUM: 3,715.00

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 002/001
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ. 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 4,490,486

RATE: 0.3960

ADVANCE PREMIUM: 1,796.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG. NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA. 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 532,100

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

RATE: 6.3810
ADVANCE PREMIUM: 3,429.00

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG. NO: 004/001 TERR: 513
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA. 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,313,190
RATE: 6.3810
ADVANCE PREMIUM: 8,463.00

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG. NO: 005/001 TERR: 513
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA. 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 765,960
RATE: 6.3810

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

ADVANCE PREMIUM: 4,936.00

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG. NO: 006/001 TERR: 510
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA. 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,075,117
RATE: 6.3810
ADVANCE PREMIUM: 6,929.00

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG. NO: 008/001 TERR: 504
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA. 18507

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 720,000
RATE: 6.3810
ADVANCE PREMIUM: 4,640.00

COMMERCIAL GENERAL LIABILITY SCHEDULE.(Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG. NO: 009/001 TERR: 513
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA. 18940

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 884,000

RATE: 6.3810

ADVANCE PREMIUM: 5,697.00

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG. NO: 010/001 TERR: 512
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA. 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 960,000

RATE: 6.3810

ADVANCE PREMIUM: 6,187.00

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG. NO: 007/001 TERR: 002
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL. 33483
CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,262,800
RATE: 4.0180
ADVANCE PREMIUM: 5,125.00

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG. NO: 002/001 TERR: 517
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ. 08057
CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,282,478
RATE: 4.0180
ADVANCE PREMIUM: 5,205.00

DESCRIPTION OF HAZARDS: EMPLOYEE BENEFITS COVERAGE

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IC8651

REFER TO: EMPLOYEE BENEFITS LIABILITY
COVERAGE PART (FORM HC 00 20)

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 30195
EMPLOYEE BENEFITS

PREMIUM AND RATING BASIS: EMPLOYEE PER 1

EXPOSURE: 75

RATE: 0.2760

ADVANCE PREMIUM: 204.00 MP

TOTAL ADVANCE PREMIUM: 182,677.00



COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

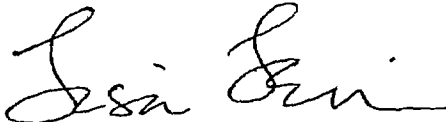
The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

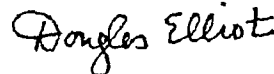
F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Lisa Levin, Secretary



Douglas Elliot, President



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES - CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under New Jersey law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies in Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies in Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal policies and renewal certificates insurance risks located in Pennsylvania.



QUICK REFERENCE

PROPERTY CHOICE COVERAGE PART

Property Choice Conditions and Definitions

A. General Conditions

1. Abandonment
2. Application of Waiting Period
3. Appraisal
4. Claim Settlement
5. Concealment, Misrepresentation or Fraud
6. Control of Property
7. Coverage Territory
8. Equipment Breakdown - Suspension
9. Equipment Breakdown - Inspection
10. If Two or More Coverages Apply
11. Legal Action Against Us
12. Liberalization
13. Loss Payee - Standard
14. Mortgageholders and Lender Loss Payees
15. Contract of Sale and Building Owner Loss Payable Clauses
16. No Benefit to Bailee
17. Other Insurance
18. Policy Period
19. Recovered Property
20. Standard Fire Policy
21. Transfer of Rights (Subrogation)

B. General Duties in Event of Loss

1. Your Duties
 - a. Notify Police
 - b. Notify Us

c. Protect Property

- d. Take Inventory
- e. Permit us to Inspect Property, Books and Records
- f. Proof of Loss
- g. Cooperate
- h. Resumption of Business

2. Our Right - Examine You Under Oath

C. General Definitions

1. Building Glass
2. Computer Equipment
3. Electronic Data
4. Fungus
5. Money
6. Policy Year
7. Pollutants and Contaminants
8. Scheduled Premises
9. Securities
10. Sinkhole Collapse
11. Specified Causes of Loss
12. Sprinkler Leakage
13. Stock
14. Tenant Improvements and Betterments
15. Theft
16. Valuable Papers
17. Volcanic Action

Property Choice Coverage Form

A. Coverage

1. Covered Property Definitions
 - a. Building
 - b. Business Personal Property
2. Property Not Covered
3. Covered Causes of Loss - See separate form

B. Exclusions - See separate form

C. Limits of Insurance

D. Deductible

E. Loss Payment and Valuation Conditions

1. Replacement Cost
2. Actual Cash Value
3. Specific Property Valuations
 - a. Accounts Receivable
 - b. Animals

- c. Building Glass
- d. Electronic Data and Valuable Papers
- e. Fine Arts
- f. Party Wall
- g. Property of Others
- h. Stock
- i. Tenant Improvements and Betterments

- j. Transit
- k. Vehicles
- 4. Value Enhancements
 - a. Architect and Engineering Fees
 - b. Customs Duty, Sales Tax
 - c. Extended Warranties

Property Choice - Specialized Property Insurance Coverages

Section A. Additional Coverages

- 1. Accounts Receivable
- 2. Brands and Labels
- 3. Building Glass Repairs
- 4. Business Travel Including Sales Representative Samples
- 5. Claim Expenses
- 6. Contract Penalties
- 7. Debris Removal
- 8. Employee Personal Effects
- 9. Errors in Description
- 10. Exhibitions
- 11. Extra Expense and Expediting Expenses
- 12. Fine Arts
- 13. Fire Department Service Charge
- 14. Fire Device Recharge
- 15. Fungus, Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage
- 16. Inflation Guard
- 17. Installment or Deferred Sales
- 18. Loss of Master Key

- 19. New Construction at Scheduled Premises
- 20. Newly Acquired Property
- 21. Non-Owned Detached Trailers
- 22. Ordinance or Law
- 23. Outdoor Trees, Shrubs, Sod, Plants and Lawns
- 24. Pairs or Sets
- 25. Pollutants and Contaminants Clean Up
- 26. Preservation of Property
- 27. Rewards
- 28. Sewer and Drain Backup
- 29. Transit
- 30. Transition to Replacement Premises
- 31. Unnamed Premises
- 32. Utility Service Interruption
- 33. Water Damage Building Tear Out and Repair
- 34. Water Seepage
- 35. Windblown Debris

Section B. - Combined Additional Protection

Section C. - Tenant Lease Coverage

Property Choice - Covered Causes of Loss and Exclusions Form

A. Covered Causes of Loss

B. Exclusions

- 1.
 - a. Acts Errors or Omissions
 - b. Workmanship and Repair
 - c. Animals
 - d. Collapse (Related to Earthquake or Flood)
 - e. Earth Movement
 - f. Water
 - g. Fungus, Wet Rot, Dry Rot, Bacteria or Virus
 - h. Governmental Action
 - i. Nesting or Infestation
 - j. Nuclear Hazard

k. Ordinance or Law

- l. Pathogenic or Poisonous Biological or Chemical Materials
- m. Pollutants and Contaminants
- n. Utility Services Interruption
- o. War and Military Action

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially Generated Electrical, Magnetic or Electromagnetic Energy
- b. Accounting Errors
- c. Changes of Temperature, Dampness or Dryness
- d. Delay, Loss of Use or Loss of Market

- e. Dishonest Acts
- f. Docks, Piers, Wharves
- g. Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment"
- h. Loss Due To By-Products of Production or Processing Operations
- i. Mechanical Breakdown
- j. Missing Property
- k. Neglect to Protect Property
- l. Rain, Snow, Ice, Sleet to Property in the Open
- m. Settling, Cracking to Buildings or Structures
- n. Smoke (agricultural or Industrial)
- o. Steam Explosions
- p. Testing
- q. Unauthorized Transfer of Property
- r. Voluntary Parting

3. We will not pay for loss or damage caused by or resulting from any of the following. But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

- a. Wear and tear, or change in color, texture, or finish;
- b. Rust, corrosion, decay, or deterioration;
- c. Hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- d. Maintenance;
- e. Smog; or
- f. Shrinkage, evaporation, or loss of weight of Stock.

C. Limitations



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - SPECIALIZED PROPERTY INSURANCE COVERAGES FOR RESTAURANTS - DELUXE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

SUMMARY of COVERAGE LIMITS and INDEX

This is a summary of the limits of insurance and coverages provided by this endorsement.
No coverage is provided by this summary.

Item No.	PROPERTY CHOICE COVERAGE FORM SECTION A. - ADDITIONAL COVERAGES	LIMIT OF INSURANCE (Apply in any one occurrence unless otherwise noted)
1.	ACCOUNTS RECEIVABLE:	\$250,000 at all "Scheduled Premises"; while in the due course of Transit; or while at Unnamed Premises.
2.	BRANDS AND LABELS:	Included in the Limit of Insurance applicable to Business Personal Property - Stock.
3.	BUILDING GLASS REPAIRS:	Included in the Building Limit of Insurance.
4.	BUSINESS TRAVEL INCLUDING SALES REPRESENTATIVE SAMPLES:	\$50,000.
5.	CLAIM EXPENSES:	\$50,000.
6.	CONTRACT PENALTIES:	\$50,000.
7.	DEBRIS REMOVAL - (ADDITIONAL AMOUNT):	\$250,000.
8.	EMPLOYEE PERSONAL EFFECTS:	\$50,000.
9.	ERRORS IN DESCRIPTION:	See provision.
10.	EXHIBITIONS:	\$50,000. At any one Exhibition.
11.	EXTRA EXPENSE AND EXPEDITING EXPENSES (OTHER THAN EQUIPMENT BREAKDOWN EXPEDITING EXPENSES):	\$50,000.
12.	FINE ARTS:	\$75,000.
13.	FIRE DEPARTMENT SERVICE CHARGE:	\$50,000.
14.	FIRE DEVICE RECHARGE:	\$50,000.
15.	FUNGUS, WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE:	\$50,000. At Each Premises in any one "Policy Year".
16.	INFLATION GUARD:	Consumer Price Index up to 8%.
17.	INSTALLMENT OR DEFERRED SALES:	Up to \$50,000.
18.	LOSS OF MASTER KEY	\$25,000.
19.	NEW CONSTRUCTION AT SCHEDULED PREMISES:	\$1,000,000.
20.	NEWLY ACQUIRED PROPERTY: BUILDINGS:	\$2,000,000.
	NEWLY ACQUIRED PROPERTY: BUSINESS PERSONAL PROPERTY:	\$1,000,000.
21.	NON OWNED DETACHED TRAILERS:	\$50,000.
22.	ORDINANCE OR LAW COVERAGE A (VALUE OF THE UNDAMAGED BUILDING):	Included in the Limit of Insurance applicable to Building.

	ORDINANCE OR LAW COVERAGES B & C (DEMOLITION & INCREASED COST OF CONSTRUCTION):	\$1,000,000.
23.	OUTDOOR TREES, SHRUBS, SOD, PLANTS AND LAWNS:	\$50,000.
24.	PAIRS AND SETS:	Included in the Limit of Insurance applicable to Business Personal Property - Stock.
25.	POLLUTANTS AND CONTAMINANTS CLEANUP:	\$50,000. at each "Scheduled Premises" in any one "Policy Year".
26.	PRESERVATION OF PROPERTY:	180 days.
27.	REWARD COVERAGE:	\$50,000.
28.	SEWER AND DRAIN BACKUP:	Included in the Limit of Insurance.
29.	TRANSIT:	\$50,000.
30.	TRANSITION TO REPLACEMENT PREMISES:	Included within the Limit of Insurance applicable to the Covered Property that is moved.
31.	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUILDINGS:	\$100,000.
	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUSINESS PERSONAL PROPERTY:	\$50,000.
	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUSINESS PERSONAL PROPERTY -INSTALLATION:	\$25,000. At any one Installation.
32.	UTILITY SERVICE INTERRUPTION:	\$50,000.
33.	WATER DAMAGE BUILDING TEAR OUT AND REPAIR:	Included.
34.	WATER SEEPAGE:	\$25,000.
35.	WIND BLOWN DEBRIS:	\$2,500.
36.	CHANGE IN TEMPERATURE:	\$25,000.
37.	COMPUTER EQUIPMENT:	\$25,000.
38.	CHECK ROOM THEFT COVERAGE:	\$25,000.
39.	OUTDOOR SIGNS:	\$25,000.
40.	PAVEMENTS AND WALKWAYS:	\$25,000.
41.	SELLING PRICE - LIQUORS AND WINES:	Included.
42.	VALUABLE PAPERS AND RECORDS:	\$50,000.
	SECTION B. - COMBINED ADDITIONAL PROTECTION:	Up to \$250,000.
	SECTION C. - TENANT LEASE COVERAGES:	
1.	BUILDING GLASS:	Included in Business Personal Property Limit.
2.	LEASE ASSESSMENT:	\$2,500.
3.	LEASEHOLD IMPROVEMENTS:	\$25,000.
4.	MISCELLANEOUS INTERIOR BUILDING PROPERTY:	\$25,000.
5.	THEFT DAMAGE:	Included in Business Personal Property Limit.
6.	LEGAL LIABILITY - BUILDING COVERAGE FORM (PC 00 30) ATTACHES TO AND FORMS PART OF THIS POLICY LEGAL LIABILITY - BUILDING LIMIT OF INSURANCE:	\$25,000. In any one accident.

SECTION D - PROPERTY CHOICE COMMON CRIME COVERAGE FORM IS ADDED:	
EMPLOYEE THEFT:	\$100,000.
FORGERY OR ALTERATION:	\$25,000.
MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY:	\$25,000.
INSIDE THE PREMISES THEFT OF MONEY AND SECURITIES:	\$25,000.
OUTSIDE THE PREMISES THEFT OF MONEY AND SECURITIES:	\$25,000.

SECTION A. - ADDITIONAL COVERAGES

The following Additional Coverages are added to the Property Choice Coverage Form unless otherwise indicated in the Property Choice Schedule of Premises and Coverages or by endorsement to this policy.

For Insurance that may apply to a Specific Scheduled Premises see: Property Choice Schedule of Premises and Coverage - Scheduled Premises section.

1. ACCOUNTS RECEIVABLE

Coverage: We will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to your records of Accounts Receivable. Accounts Receivable, means all amounts due from your customers that you are unable to collect; due to a covered direct physical loss or covered direct physical damage to inscribed, printed, written or electronic records of accounts receivable. We will also pay for:

- Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- Other reasonable expenses that you incur to re-establish your records of accounts receivable.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage to records of Accounts Receivable in any one occurrence is \$250,000 at all "Scheduled Premises"; while in the due course of Transit; or while at Unnamed Premises. This is an additional amount of Insurance.

2. BRANDS AND LABELS

Coverage: In the event of covered direct physical loss or covered direct physical damage to "Stock", and "Stock" is Covered Property that is branded or labeled, we will take all or part of the damaged "stock" at an agreed or appraised value. This will include:

- Expenses incurred to:

- (1) Stamp salvage on the "Stock" or its containers, if the stamp will not physically damage the merchandise; or

- (2) Remove the brands or labels, if doing so will not physically damage the "Stock". You must relabel the "Stock" and its containers to comply with the law.

b. Any reduction in the salvage value of the damaged "Stock" as the result of the removal of the brand or label.

Limit of Insurance: The most we will pay under this Additional Coverage - Brands and Labels in any one occurrence is the limit of insurance applicable to Business Personal Property - "stock" where the direct physical loss or direct physical damage occurred.

3. "BUILDING GLASS" REPAIRS

Coverage: In the event of covered direct physical loss or covered direct physical damage to "Building Glass", we will pay in any one occurrence your expenses to:

- Install temporary plates or board up openings if repair or replacement of damaged "Building Glass" is delayed.
- Make necessary repairs or replace the frames immediately encasing the damaged "Building Glass".

Limit of Insurance: This Additional Coverage is included within the Limit of Insurance applicable to Building(s) where the direct physical loss or direct physical damage occurred.

4. BUSINESS TRAVEL INCLUDING SALES REPRESENTATIVE SAMPLES

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverage for Business Personal Property, then we will pay for direct physical loss or direct physical damage by a Covered Cause of Loss to Business Personal Property including Sales Representative Samples while in the custody of:

- Your sales representatives; or
- Any officer, employee or yourself;

while traveling anywhere in the world on authorized company business.

With respect to the coverage provided under this Additional Coverage - Business Travel, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

Business Travel Coverage does not include property owned by and for exclusive personal use by you or your officers, partners, employees, residents or students.

Property eligible for Business Travel Coverage is not eligible under any other Coverage in this Coverage Form.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage to Business Travel Including Sales Representative Samples in any one occurrence is \$50,000. This is an additional limit of insurance.

5. CLAIM EXPENSES

Coverage: You may extend the insurance provided by this Coverage Form to apply to the actual, necessary and reasonable expenses you incur in preparing claim data when we require it. Claim expenses as used in this Additional Coverage means the cost of taking inventories, making appraisals and preparing other documents that we request in writing to you.

Limit of Insurance: The most we will pay in any one occurrence for the preparation of claim data under this Additional Coverage is \$50,000. This is an additional amount of insurance.

We will not pay for any expenses incurred, directed or billed by and payable to insurance agents, brokers, adjusters or their affiliates or subsidiaries or any costs as provided in or incurred due to the GENERAL CONDITION - Appraisal.

6. CONTRACT PENALTIES

Coverage: We will pay for written contract penalties you are required to pay due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss during the policy period to "Stock" and "Stock" is Covered Property under this Coverage Part.

Limit of Insurance: The most we will pay for all penalties in any one occurrence resulting from a Covered Cause of Loss is \$50,000. This is an additional amount of insurance.

7. DEBRIS REMOVAL

a. **Coverage:** We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be

paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. This Additional Coverage does not apply to:

- (1) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
- (2) Remove property of others of a type that would not be Covered Property under this Coverage Form;
- (3) Remove deposits of mud or earth from the grounds of the described premises;
- (4) Costs to extract "pollutants" from land or water; or
- (5) Costs to remove restore or replace polluted land or water.

b. Limit of Insurance:

- (1) Payment for Debris Removal is included within the applicable Limit of Insurance shown in the Property Choice Schedule of Premises and Coverages for the damaged Covered Property. The most we will pay under this Additional Coverage is 25% of the amount that we pay for the direct physical loss of or direct physical damage to Covered Property, plus the deductible in this policy applicable to that loss or damage.
- (2) When the debris removal expense exceeds the above 25% limitation or the sum of loss or damage to Covered Property and the expense for removal of the Covered Property debris exceeds the applicable Limit of Insurance for the damaged Covered Property, we will pay an additional amount for debris removal expense of up to \$250,000 at all "Scheduled Premises" in total in any one occurrence.
- (3) However, if no Covered Property has sustained direct physical loss or direct physical damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each "Scheduled Premises".

8. EMPLOYEE PERSONAL EFFECTS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to your Employee Personal Effects at a "Scheduled Premises".

Employee Personal Effects means personal effects owned by you or your officers, partners,

employees, members, or managers and used exclusively by the individual owner for their own personal use such as personally owned laptops, Personal Digital Assistants and cell phones. This coverage does not apply at a place of residence.

Limit of Insurance: The most we will pay in total in any one occurrence for all direct physical loss or direct physical damage to all employee personal effects is \$50,000. We will not pay more than \$25,000 in total for direct physical loss or direct physical damage to personal effects belonging to any one employee in any one occurrence regardless of the number or types of personal effects lost or damaged.

Coverage for Employee Personal Effects is extended to apply up to 1000 feet outside the "Scheduled Premises" boundary.

This is an additional limit of insurance.

9. ERRORS IN DESCRIPTION

Any unintentional error in the description of the occupancy or location address of Covered Property will not impair this insurance, provided you report the error to us as soon as the error becomes known to you.

10. EXHIBITIONS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverage for Business Personal Property then we will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Business Personal Property while on temporary public display, or being used, at fairs, exhibitions, expositions or trade shows or while in transit to and from these temporary sites.

With respect to the coverage provided under this Additional Coverage - Exhibitions, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

Limit of Insurance: The most we will pay for all direct physical loss or direct physical damage at any one exhibition is \$50,000. This is an additional limit of insurance. Property eligible for Exhibitions Coverage is not eligible under any other Coverage of this Coverage Form.

11. EXTRA EXPENSE AND EXPEDITING EXPENSES (OTHER THAN EQUIPMENT BREAKDOWN EXPEDITING EXPENSES)

Coverage: In the event of a Covered Cause of Loss to Covered Property at a "Scheduled Premises" you may extend the insurance provided by this coverage form to apply to the actual, necessary and reasonable:

- a. Extra expenses you incur to continue as nearly as possible your normal business operations immediately following the covered loss or damage.

- b. Additional expenses you incur to:

- (1) Make temporary repairs of damaged covered property;
- (2) Expedite permanent repair or replacement of damaged covered property; or
- (3) Provide training on replacement machines or equipment that are covered property.

This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.

- c. **Limit of Insurance:** The most we will pay in total for all expenses incurred under this Additional Coverage in any one occurrence is \$50,000. This is an additional limit of insurance.

12. FINE ARTS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property then, we will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Fine Arts. Fine Arts mean paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit, owned by you or others in your care, custody or control.

Fine Arts do not include artwork that is computerized or classified as data.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage in any one occurrence is \$75,000, regardless of the number or types of Fine Arts damaged. We will not pay more than \$10,000 for any one item of Fine Arts in any one occurrence. A pair or set will be deemed to be one item. This is an additional limit of insurance.

13. FIRE DEPARTMENT SERVICE CHARGE

Coverage: In the event that the fire department responds to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to the covered loss event; or
- b. Required by local ordinance.

No deductible applies to this Additional Coverage.

Limit of Insurance: The most we will pay for Fire Department Service Charge in any one occurrence is \$50,000. This is an additional amount of insurance. Such Limit is the most we will pay regardless of the number of responding fire departments or fire units and regardless of the number or type of services performed. This is an additional amount of insurance.

14. FIRE DEVICE RECHARGE

- a. **Coverage:** In the event that a manual or automatic fire extinguishing device is discharged:
 - (1) To fight a fire;
 - (2) As the result of Covered Cause of Loss; or
 - (3) Due to accidental discharge;we will pay expenses you incur to recharge such equipment.
- b. We will not pay for:
 - (1) Any costs resulting from the enforcement of any ordinance or law that regulates the recharging, repair or replacement of such fire extinguishing device or fire fighting, suppressing or controlling substance;
 - (2) Halon;
 - (3) The recharge of any device used for demonstration or testing purposes; or
 - (4) Recharge due to maintenance of any device or system.
- c. **Limit of Insurance:** The most we will pay for Fire Device Recharge in any one occurrence is \$50,000. This is an additional limit of insurance.

15. "FUNGUS", WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE

- a. The coverage described below only applies when the "fungus", wet or dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - (1) A "specified cause of loss" other than fire or lightning;
 - (2) Equipment Breakdown Accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the affected premises; or
 - (3) Flood, if the Causes of Loss Flood endorsement applies to the affected premises.
- b. We will pay for loss or damage by "fungus", wet rot, dry rot, bacteria and virus. As used in this Limited Coverage, the term loss or damage means:
 - (1) Direct physical loss or direct physical damage to Covered Property caused by "fungus", wet rot, dry rot, bacteria or virus, including the cost of removal of the "fungus", wet rot, dry rot, bacteria or virus;
 - (2) The cost to tear out and replace any part of the building or other property as needed

to gain access to the "fungus", wet rot, dry rot, bacteria or virus; and

- (3) The cost of testing performed after removal; repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot, dry rot, bacteria or virus is present.
- c. The coverage described under this Limited Coverage is limited to \$50,000 at each "Scheduled Premises". Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning), Equipment Breakdown Accident that occurs to Equipment Breakdown Property and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet rot, dry rot, bacteria or virus, we will not pay more than \$50,000 at each "Scheduled Premises" in any one "Policy Year" applicable to "Fungus", Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage even if the "fungus", wet rot, dry rot, bacteria or virus continues to be present or active, or recurs, in a later policy period.
- d. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot, dry rot, bacteria or virus, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet rot, dry rot, bacteria or virus, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot, bacteria or virus causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage - Water Damage Building Tear Out and Repair of this Form.

16. INFLATION GUARD

Coverage: In the event of a Covered Cause of Loss or damage to Covered Property at a "Scheduled Premises", the Limits of Insurance that apply to the damaged Buildings and Business Personal Property at "Scheduled Premises" where the loss or damage occurs will automatically increase by a factor based on the accumulated

U.S. Government Consumer Price Index (CPI) for the months from the inception of this policy until the date of loss.

Limit of Insurance: But in no event will we pay more than an additional 8% of the applicable Limit of Insurance.

17. INSTALLMENT OR DEFERRED SALES

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, coverage is extended to apply to direct physical loss or direct physical damage by a Covered Cause of Loss to your financial interest in Business Personal property that you have sold under a deferred or installment payment plan during the policy period and after you have made delivery to your customer during the policy period.

Direct physical Loss or direct physical damage to such Business Personal Property must be by a Covered Cause of Loss during the policy period. Theft or conversion by your customer or failure of your customer to make payments under the payment plan are not Covered Causes of Loss.

Limit of Insurance: The most we will pay for Installment or Deferred Sales in any one occurrence is the lesser of your remaining financial interest in the Business Personal Property sold under a deferred or installment plan or \$50,000. This is an additional limit of insurance.

18. LOSS OF MASTER KEY

We will pay for the reasonable and necessary costs you incur to replace keys, adjust locks to accept new keys or if required, install new locks, due to direct physical loss or direct physical damage to a master key or grand master key caused by or resulting from a Covered Cause of Loss.

Limit of Insurance: The most we will pay for Loss of Master Key in any one occurrence is \$25,000. This is an additional limit of insurance.

19. NEW CONSTRUCTION AT "SCHEDULED PREMISES"

a. **Coverage:** If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Building we will pay for direct physical loss or direct physical damage, including the cost of labor, caused by or resulting from a Covered Cause of Loss to New Construction at "Scheduled Premises". New Construction at "Scheduled Premises" applies to buildings you begin to construct after the inception of this policy and will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you begin to construct the building; or

(3) The building is specifically insured on this Coverage Form or elsewhere.

- b. We will charge you additional premium from the date you begin to construct the building.
- c. **Limit of Insurance:** The most we will pay for New Construction at "Scheduled Premises" in any one occurrence is \$1,000,000. This is an additional limit of insurance.

20. NEWLY ACQUIRED COVERED PROPERTY

a. We will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Newly Acquired Property. Newly Acquired Property means buildings or business personal property you acquire, purchase or lease after the inception of this policy, but does not include:

- (1) Any property acquired through any foreclosure process;
- (2) Any premises of others where you are temporarily working, such as installing property or performing maintenance or service work;
- (3) Any property covered by any other part of this Coverage Form; or
- (4) Any property that is not covered under this policy.

b. Coverage for Newly Acquired Covered Property will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you newly acquire the Building;
- (3) 180 days expire after you newly acquire the Business Personal Property at newly acquired premises;
- (4) 60 days expire after you newly acquire Business Personal Property at "Scheduled Premises";
- (5) You report values to us; or
- (6) The property is specifically insured on this Coverage Form or elsewhere.

c. We will charge you additional premium from the date you acquire the property.

d. The most we will pay for Newly Acquired Covered Property in any one occurrence is:

- (1) Buildings: \$2,000,000.
- (2) Business Personal Property: \$1,000,000.

These are additional limits of insurance.

21. NON-OWNED DETACHED TRAILERS

Coverage: Business Personal Property coverage at "Scheduled Premises", Unnamed Premises and Newly Acquired Premises is extended to apply to detached trailers owned by others, that are in your

care, custody or control, while being loaded, unloaded, awaiting transport or used for temporary storage or similar usage, including while the trailer is moved at your premises. This Additional Coverage does not apply to trailers leased by you on a temporary or long-term basis.

Limit of Insurance: The most we will pay for Non-Owned Detached Trailers in any one occurrence is \$50,000. This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

22. ORDINANCE OR LAW

Coverage A. - Value of the Undamaged Buildings, Coverage B. - Demolition Costs and Coverage C. - Increased Cost of Construction Coverages as described below, apply in the event there is a Covered Cause of Loss to covered Buildings at "Scheduled Premises" and to covered "Tenant Improvements and Betterments" at "Scheduled Premises" that results in the enforcement of an ordinance or law that:

- i. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the insured premises;
- ii. Requires the demolition of parts of the same building that are not damaged by a Covered Cause of Loss; and
- iii. Is in force at the time of a Covered Cause of Loss or the ordinance or law is promulgated or is revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

Coverage under this Additional Coverage applies only in response to the minimum requirements of the applicable ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Additional Coverage.

a. Coverage A - Coverage For Loss To The Undamaged Portion Of The Building

We will pay for the value of the undamaged portion of the building that was required to be demolished by a requirement to comply with a building, zoning or land use ordinance or law. We will do this on the same valuation basis that applies to the entire building. This does not include any increased costs to repair, replace or rebuild the property due to a requirement to comply with any ordinance or law.

b. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay

the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

c. Coverage C - Increased Cost of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (1) This coverage applies only if the repaired, restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

d. Ordinance or Law Exclusions:

- (1) We will not pay for the enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "Pollutants and Contaminants" or due to the presence, growth, proliferation, spread or any activity of "Fungus", wet rot, dry rot, bacteria or virus.
- (2) We will not pay for any costs associated with the enforcement of or compliance with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants and Contaminants" or "Fungus", wet rot, dry rot, bacteria or virus.
- (3) We will not pay any loss in value or any costs incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.
- (4) We will not pay for the compliance of any ordinance or law unless the repairs or

replacement are made as soon as reasonably possible after the loss or damage not to exceed two years. We may extend this period in writing during the two years.

e. Ordinance or Law Limits of Insurance

- (1) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (2) With respect to the Increased Cost of Construction: If the covered building is subject to the Replacement Cost Valuation provision as shown in the Property Choice - Schedule of Premises and Coverages, and you rebuild the building we will not pay for the increased cost of construction:
 - (a) Until the building is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (3) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- (4) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (5) As respects Coverage A. - Coverage For Loss To The Undamaged Portion Of The Building, this is included within the Limit of Insurance applicable to the damaged Building or damaged "Tenant Improvements and Betterments" and applies in any one occurrence.
- (6) As respects Coverage B. - Demolition Costs and Coverage C. - Increased Cost of Construction:
 - (a) For Building property, the most we will pay in any one occurrence is \$1,000,000. This is an additional amount of insurance.
 - (b) For "Tenant Improvements and Betterments" property, the most we will pay in any one occurrence as respects this Additional Coverage where "Tenant Improvements and

Betterments" applies is 25% of the insured value of "Tenant Improvements and Betterments" up to \$500,000. This is an additional amount of insurance.

23. OUTDOOR TREES, SHRUBS, SOD, PLANTS AND LAWNS

- a. Outdoor trees, shrubs, sod, plants and lawns, when used for landscaping are covered only for direct physical loss or direct physical damage caused by or resulting from the following causes of loss:
 - (1) Fire;
 - (2) Lightning;
 - (3) Explosion;
 - (4) Riot or civil commotion;
 - (5) Aircraft; or
 - (6) Vehicles operated by persons other than you or your employees.
- b. The most we will pay for direct physical loss or direct physical damage in any one occurrence under this Additional Coverage is \$50,000, but not more than:
 - (1) \$10,000 for any one tree, shrub or plant;
 - (2) \$10,000 for lawns or sod in total at any one insured premises.
- c. The Limit of Insurance applicable to these types of property includes their debris removal expense. Such debris removal expenses are not included in the Debris Removal - Additional Coverage.
- d. These limits apply in any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

24. PAIRS OR SETS

Coverage: If parts of pairs or sets of covered Business Personal Property - "Stock" are damaged by a Covered Cause of Loss, we will pay the reduction in value of the undamaged parts of such damaged pairs or sets in any one occurrence.

Limit of Insurance: This Additional Coverage is included within the Limit of Insurance applicable to the damaged Business Personal Property - "Stock".

25. "POLLUTANTS AND CONTAMINANTS" CLEAN UP

- a. **Coverage:** We will pay for your expense to extract "Pollutants and Contaminants" from land or water at a "Scheduled Premises", if the discharge, dispersal, seepage, migration, release or escape of the "Pollutants and Contaminants" is caused by or results from a Covered Cause of Loss that occurs during the

policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

- b. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "Pollutants and Contaminants". But we will pay for testing which is performed in the course of extracting the "Pollutants and Contaminants" from land or water.
- c. **Limit of Insurance:** The most we will pay under this Additional Coverage at each "scheduled premises" is \$50,000 for all covered expenses arising out of Covered Causes of Loss occurring during each "Policy Year". This is an additional amount of insurance.

26. PRESERVATION OF PROPERTY

- a. **Coverage:** If it is necessary to move Covered Property to preserve it from imminent loss or damage by Flood or a Covered Cause of Loss, we will pay in any one occurrence for any direct physical loss or direct physical damage to that property while being moved to or while at the temporary storage location.
- b. This Additional Coverage will end 180 days after the property is first moved.
- c. **Limit of Insurance:** This Coverage is included within the Limit of Insurance applicable to the Covered Property that is moved.

27. REWARD COVERAGE

- a. **Coverage:** We will reimburse you for rewards you have paid leading to:
 - (1) The successful return of substantially undamaged stolen articles to a law enforcement agency; or
 - (2) The arrest and conviction of any persons for having damaged or stolen any of your Covered Property.
- b. **Limit of Insurance:** We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of any stolen articles) up to \$50,000 for Reward Coverage in any one occurrence for the payments of rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage. This is an additional amount of insurance.

28. SEWER AND DRAIN BACKUP

Coverage: This insurance is extended to apply to direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water or other materials that backs up from a sewer or drain.

Limit of Insurance: The most we will pay in any one occurrence is the Limit of Insurance applicable to the Covered Property where the direct physical loss or direct physical damage occurred. This Additional Coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the back-up or overflow to such conditions.

Flood as used in this Additional Coverage means:

- a. Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not; or
- b. Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
- c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.
- d. Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in a. or c. above regardless of the proximity of the back-up to such conditions.
- e. All flooding in a continuous or protracted event will constitute a single flood.

29. TRANSIT

- a. **Coverage:** If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for direct physical loss or direct physical damage by a Covered Cause of Loss to the following Covered Property while in the due course of transit:
 - (1) Your Business Personal Property; and
 - (2) Business Personal Property owned by others.
- b. **Exclusions Earth Movement and Water** as found in the Property Choice - Covered Causes of Loss And Exclusions Form do not apply to this Additional Coverage - TRANSIT.
- c. This Coverage will continue to apply to such property in the due course of transit, after the expiration or cancellation of this policy, until arrival at and accepted by an authorized representative at the invoiced destination, but for no longer than 30 days after the date of the shipment origination.

d. We will not pay for loss or damage to property:

- (1) Where you are responsible for loss or damage to property as a carrier for hire; or
- (2) Where you are in the business of arranging transportation or consolidations for others.

e. You must retain accurate records of all shipments of Covered Property for one year.

f. **Transit Coverage Extensions**

(1) F.O.B. Shipments

We will pay for your interest in covered direct physical loss or covered direct physical damage to outgoing shipments, which you have sold under conditions where the risk of loss or damage is transferred to the buyer when such property leaves your "Scheduled Premises" if you cannot collect payment for the loss or damage from the consignee.

(2) Repack and Reship

We will pay the necessary additional expenses you incur to inspect, repackage and reship property damaged by a Covered Cause of Loss.

(3) General Average and Salvage Charges

In accordance with applicable law and usage, we will pay General Average and Salvage Charges that may be assessed against your covered shipments that are waterborne.

(4) Loading and Unloading

We will also pay for covered direct physical loss or covered direct physical damage to Covered Property during loading and unloading of the transporting conveyance.

(5) Return Shipments

We will also pay for covered direct physical loss or covered direct physical damage to outgoing shipments that have been rejected by the consignee or are not deliverable, while being returned to you.

g. **Limit of Insurance:** The most we will pay for direct physical loss or direct physical damage to Business Personal Property in the due course of transit is \$50,000. This is an additional limit of insurance.

h. For the Transit Additional Coverage, the Coverage Territory is within or between the United States of America, (including its territories and possessions), Puerto Rico and Canada; however, waterborne shipments are covered only if on inland waterways or in territorial waters, within 12 miles of land.

30. TRANSITION TO REPLACEMENT PREMISES

If Covered Business Personal Property is moved to new premises from a "Scheduled Premises" being vacated, the Limit of Insurance applicable to that vacated premises will apply proportionately to both premises as the property is moved. This coverage ends when any one of the following first occurs:

- a. 90 days after the move begins;
- b. the move is completed; or
- c. this policy expires.

31. UNNAMED PREMISES

a. **Coverage:** You may extend the insurance that applies to Building (if Building is Covered Property) and to Business Personal Property (if Business Personal Property is Covered Property) to pay for direct physical loss or direct physical damage by a Covered Cause of Loss to Buildings and Business Personal Property while at:

- (1) Premises that you own, lease, or occupy other than at a "Scheduled Premises";
- (2) Premises not described in the Property Choice Schedule of Premises and Coverages, which you do not own, lease or occupy;
- (3) Premises where you are temporarily performing work or installing Business Personal Property.
- (4) Coverage as respects you installing Business Personal Property continues until one of the following first occurs:
 - (a) the installation is accepted by the customer;
 - (b) this policy expires; or
 - (c) the installation is specifically insured on this policy or elsewhere.
- (5) Unnamed Premises does not include any:
 - (a) Premises or property insured under any other Coverage or Additional Coverage of this Coverage Form;
 - (b) Waste disposal or transfer sites;
 - (c) Property while in the due course of transit;
 - (d) Intermediate site while in the due course of transit;
 - (e) Premises of a Web Site or Communication Services provider; or
 - (f) Premises or property that is not covered or excluded from coverage under this Coverage Part.

b. **Limits of Insurance:**

- (1) The most we will pay as respects Building in any one occurrence in total at all

Unnamed Premises is \$100,000. This is an additional limit of insurance.

- (2) The most we will pay as respects Business Personal Property in any one occurrence in total at all Unnamed Premises (Except premises where you are temporarily performing work or installing Business Personal Property) is \$50,000. This is an additional limit of insurance.
- (3) The most we will pay as respects Business Personal Property in any one occurrence in total at all Unnamed Premises where you are temporarily performing work or installing Business Personal Property is \$25,000. This is an additional limit of insurance.

32. UTILITY SERVICE INTERRUPTION

- a. **Coverage:** We will pay for direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", caused by or resulting from the interruption of the following utility services:
 - (1) Water Supply Services, meaning the following types of property supplying water to the "Scheduled Premises":
 - (a) Pumping stations; and
 - (b) Water mains.
 - (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
 - (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.
- b. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- c. The interruption must be caused by or result from direct physical loss or direct physical damage by a Covered Cause of Loss to utility services property. We will not pay for any

resulting loss or damage due to temperature change or spoilage to business personal property.

- d. **Limit of Insurance:** The most we will pay for all Utility Service Interruption in total in any one occurrence is \$50,000. This is an additional limit of insurance.

33. WATER DAMAGE BUILDING TEAR OUT AND REPAIR

- a. **Coverage:** when we pay for direct physical loss or direct physical damage caused by the escape of water or other liquid, powder, or molten material, we will also pay the cost to tear out and replace the parts of the building or structure (whether or not such property is damaged) to repair the broken or cracked system or appliance from which such substances escaped.
- b. We will not pay the cost to repair any defect to the system or appliance from which such substances escaped. But we will pay the cost to repair or replace damaged parts of Automatic Fire Extinguishing Systems if the damage:
 - (1) Results in discharge of any substance from an automatic fire protection system; or
 - (2) Is directly caused by freezing.
- c. **Limit of Insurance:** This Coverage is included within the applicable Covered Property Limit of Insurance.
- d. **Automatic Fire Extinguishing System means:**
 - (1) Any automatic fire protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protective mains.
 - (2) Non-automatic fire protective systems, hydrants, standpipes and outlets, all when supplied from an automatic fire protective system.

34. WATER SEEPAGE

- a. **Coverage:** This insurance is extended to apply to direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water under the ground surface pressing on, or flowing or backing up or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;

- (2) Basements, whether paved or not;
- (3) Doors, windows or other openings; or
- (4) Septic or sump systems.

b. This Additional Coverage does not apply to loss or damage resulting from sewer or drain back up.

c. **THIS IS NOT FLOOD INSURANCE.**

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the ground surface pressing on, or flowing or seeping through to such conditions.

d. Flood as used in this Additional Coverage means:

- (1) Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not;
- (2) Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

If such water under the ground surface pressing on, or flowing or seeping through is caused by any of the conditions in d. (1) or d. (2) above regardless of the proximity of the foundations, walls, floors or paved surfaces; basements, whether paved or not; or doors, windows or other openings to such conditions.

(d) Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in d. (1) or d. (2) above regardless of the proximity of the back-up to such conditions.

(e) All flooding in a continuous or protracted event will constitute a single flood.

e. **Limit of Insurance:** The most we will pay for Water Seepage in any one occurrence is \$25,000. This is an additional amount of insurance.

35. WINDBLOWN DEBRIS

Coverage: We will pay your expense to remove debris (including trees) windblown onto "Scheduled Premises" from the premises of others that occurs during the policy period.

Limit of Insurance: The most we will pay in any one occurrence in total for the removal of all windblown debris under this Additional Coverage is \$2,500. This is an additional amount of insurance.

36. CHANGE IN TEMPERATURE

Coverage: We will pay for your consequential loss of perishable stock due to spoilage caused by temperature or humidity change due to complete or partial lack of power to operate the refrigeration, cooling, heating or humidity control system caused by or resulting from direct physical loss or direct physical damage by a Covered Cause of Loss to utility generating plants, switching stations, substations, transformers, and transmission lines. We will not pay for spoilage, under this coverage, as a result of an Equipment Breakdown Accident to utility generating plants, switching stations, substations, transformers, and transmission lines.

We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

As used in this coverage, perishable stock means business personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

Limit of Insurance: The most we will pay in any one occurrence is \$25,000.

37. COMPUTER EQUIPMENT

Coverage: We will pay for direct physical loss or direct physical damage by a Covered Cause of Loss to "computer equipment" while at a "Scheduled Premises".

Limit of Insurance: The most we will pay in any one occurrence is \$25,000. This is an additional amount of insurance.

38. CHECKROOM THEFT COVERAGE

Coverage: We will pay for the "theft" of personal property checked with you by your guests, customers, or members by "theft" or attempted "theft" within a checkroom within the "scheduled premises".

Limit of Insurance: We will pay not more than \$5,000 for any one item. The most we will pay for all direct physical loss or direct physical damage in any one occurrence is \$25,000. This limit applies in any one occurrence, regardless of the types or number of items lost or damaged in that occurrence. A deductible of \$250 will apply to any one item.

39. OUTDOOR SIGNS

Coverage: We will pay for direct physical loss or direct physical damage by a Covered Cause of Loss to your outdoor signs at a "Scheduled Premises".

Limit of Insurance: The most we will pay for all direct physical loss or direct physical damage in any one occurrence is \$25,000. This is the only limit of insurance that applies to outdoor signs.

40. PAVEMENTS AND WALKWAYS

a. **Coverage:** Pavements and walkways are covered only for loss or damage caused by or resulting from the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or civil commotion; or
- (5) Aircraft.

b. **Limit of Insurance:** The most we will pay for direct physical loss or direct physical damage in any one occurrence under this Additional Coverage is \$25,000.

41. SELLING PRICE - LIQUORS AND WINES

a. We will determine the value of "Stock" consisting of liquors and wines at your "Scheduled Premises" at the selling price less discounts and expenses you otherwise would have incurred.

b. The following applies to any Business Income Coverage Form attached to this policy:

The amount payable as net income will be offset by any amount made payable as selling price applicable to "stock" consisting of liquors and wines.

42. VALUABLE PAPERS

Coverage: We will pay for direct physical loss of or direct physical damage to "Valuable Papers" by a Covered Cause of Loss.

Limit of Insurance: The most we will pay is \$50,000 in any one occurrence. This is the only limit of insurance that applies to "Valuable Papers".

SECTION B. - COMBINED ADDITIONAL PROTECTION

1. If covered direct physical loss or if covered direct physical damage exceeds the Limits of Insurance for one or more of the following Coverages or Additional Coverages at a "Scheduled Premises":

- a. Accounts Receivable;
- b. Building;
- c. Business Personal Property;
- d. Debris Removal - Covered Property;
- e. Employee Personal Effects;
- f. Fine Arts;
- g. Leasehold Improvements (Tenant Lease Coverage);

h. Legal Liability - Building. (Legal Liability - Building Coverage Form (PC 00 30) which attaches to and forms part of this policy.);

i. Outdoor Trees, Shrubs, Sod, Plants and Lawns;

j. Pairs or Sets;

2. Limit of Insurance:

We will pay up to the lesser of:

a. 25% of the total Scheduled Premises Building and Business Personal Property Limits of Insurance; or

b. \$250,000. in total in any one occurrence regardless of the number of items lost or damaged or Coverages or Additional Coverages involved in any one occurrence for the sum of all such uninsured loss or damage in excess of the applicable deductible. You may apportion this limit among the applicable coverages as you choose.

c. As respects item i. Outdoor Trees, Shrubs, Sod, Plants and Lawns the most we will pay for any one item is still limited to:

- (1) \$10,000 for any one tree, shrub or plant;
- (2) \$10,000 for lawns or sod in total at any one insured premises.

d. As respects items 1. b. Buildings and 1. c. Business Personal Property listed above, this Combined Additional Protection does not apply to Buildings and Business Personal Property at "Scheduled Premises" that were not insured under this Coverage Part for limits equal to their full Replacement Cost or Actual Cash Value as applicable at the inception date of this Coverage Part.

SECTION C. - TENANT LEASE COVERAGES

These Coverages apply to your interest as a tenant or to your responsibility as a tenant under a written lease agreement as a tenant at "Scheduled Premises":

1. "Building Glass"

Your Business Personal Property is extended to apply to damage to "Building Glass" caused by any cause of loss. This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or covered damage occurs.

2. Lease Assessment

a. Your Business Personal Property is extended to apply to your share of any assessment charged to all tenants by the building owner as a result of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to building property which is not paid in the building owners policy, as agreed to in your written lease agreement.

b. This Coverage is subject to a separate deductible of \$500 in any one occurrence. No other deductible applies.

c. We will not pay more than \$2,500 in any one occurrence for Lease Assessment. This is an additional amount of insurance.

3. Leasehold Improvements

a. If your lease is canceled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant and you cannot legally remove "Tenant Improvements and Betterments" we will extend Business Personal Property coverage to apply to the unamortized value of the "Tenant Improvements and Betterments" that remains and you were forced to abandon.

b. The most we will pay in any one occurrence for loss under this Additional Coverage is \$25,000 for Leasehold Improvements. This is an additional amount of insurance.

4. Miscellaneous Interior Building Property

Business Personal Property is extended to apply to miscellaneous interior Building property items that pertain only to the area you occupy as a tenant and you are required to insure as a tenant. The most we will pay in any one occurrence for loss under this Additional Coverage is \$25,000. This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered direct physical loss or covered direct physical damage occurs and applies in any one occurrence.

5. Theft Damage

Your Business Personal Property is extended to apply to damage to the building where you are a

tenant and you are liable for such damages, caused by or resulting from actual or attempted "theft".

This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or damage occurs and applies in any one occurrence.

6. Legal Liability - Building

Legal Liability - Building Coverage Form (PC 00 30) attaches to and forms part of this policy. The most we will pay in any one accident is \$25,000.

SECTION D. - BUSINESS CRIME IS ADDED

The Property Choice Common Crime Coverage Form is made a part of this policy, and is subject to the following stated Limits of Insurance:

Coverage	Limit of Insurance
Employee Theft	\$100,000.
Forgery or Alteration	\$25,000.
Inside the Premises - Theft of Money and Securities	\$25,000.
Outside the Premises - Theft of Money and Securities	\$25,000.
Money Orders and Counterfeit Paper Currency	\$25,000.

As respects coverage for employee theft, the employee benefits plans provision applies to any welfare or pension benefit plan that is subject to the employee retirement income security act of 1974 (ERISA).

These Limits are in addition to any other Limit of Insurance that may be shown in the Property Choice Schedule of Premises and Coverages applicable to these Coverages.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN CHOICE - ADDITIONAL COVERAGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE FORM

PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM

PROPERTY CHOICE BUSINESS INCOME COVERAGE FORM

PROPERTY CHOICE PROFESSIONAL BUSINESS INCOME COVERAGE FORM

Schedule information if not stated here, will be stated in the Property Choice - Schedule of Premises and Coverages.

Schedule

Green Choice Limit of Insurance

- A.** The following Additional Coverage is added to the PROPERTY CHOICE COVERAGE FORM:

Costs to Upgrade to "Green" Alternatives

- 1.** If direct physical loss or direct physical damage by a Covered Cause of Loss occurs to Covered Property we will also pay for the reasonable additional costs that you incur to:

- a.** Repair or replace the lost or damaged Covered Property using products or materials that are "Green" alternatives to the lost or damaged Covered Property, in accordance with:

- (1)** The minimum standards of a "Green Authority" if the "Scheduled Premises" where the loss or damage occurred was not "Green" certified by a "Green Authority" prior to the loss or damage; or
- (2)** The standards of a "Green Authority" consistent with the pre-loss "Green" certification level, if the "Scheduled Premises" where the loss or damage occurred was "Green" certified prior to the loss or damage, provided that the "Green"

alternatives are otherwise of comparable quality and function to the lost or damaged Covered Property.

- b.** Employ "Green" methods or processes of construction, disposal or recycling including ventilation or flush out of air systems, in the course of the repair and replacement of the lost or damaged Covered Property, in accordance with:

- (1)** The minimum standards of a "Green Authority" if the "Scheduled Premises" where the loss or damage occurred was not "Green" certified by a "Green Authority" prior to the loss or damage; or
- (2)** The standards of a "Green Authority" consistent with the pre-loss "Green" certification level, if the "Scheduled Premises" where the loss or damage occurred was "Green" certified prior to the loss or damage.

- c.** Hire a design professional(s) accredited by a "Green Authority" to participate in

the reconstruction, replacement or repair of the Covered Property;

- d. Hire an engineer(s) accredited by a "Green Authority" to supervise the repair or replacement of the Covered Property to verify that replacement systems and mechanicals have been installed and configured to perform to building design or manufacturer's specifications;
 - e. Apply to a "Green Authority" for certification of your "Scheduled Premises" in connection with the repair or replacement of the lost or damaged Covered Property.
2. Costs to Upgrade to "Green" Alternatives applies only if replacement cost valuation applies to the lost or damaged Covered Property and then only if the lost or damaged property is actually repaired or replaced as soon as reasonably possible after the loss or damage (not to exceed two years from the date of loss or damage).
 3. This Additional Coverage does not apply to any expenses incurred to exceed your pre-loss level of certification, if you had attained certification by a "Green Authority" for the Covered Property prior to the Covered Cause of Loss.
 4. This Additional Coverage does not require you to pursue, nor guarantee success of, certification by a "Green Authority".
 5.
 - a. The most we will pay in any one occurrence for Costs to Upgrade to "Green" Alternatives under this endorsement is \$100,000 for all "Scheduled Premises" unless a different limit of insurance is shown in the above Schedule.
 - b. If a different limit of insurance is shown in the above Schedule then that different limit of insurance is the most we will pay in any one occurrence for all "Scheduled Premises" for Costs to Upgrade to "Green" Alternatives.
 - c. The limit for Costs to Upgrade to "Green" Alternatives applies in any one occurrence, regardless of the number of "Scheduled Premises" or buildings damaged in that occurrence.
 - d. If a Green Choice - Limit of Insurance is shown as applying to a "Scheduled Premises" in the Property Choice Schedule of Premises and Coverages, then that limit of insurance is the most

we will pay in any one occurrence at that "Scheduled Premises" for Costs to Upgrade to "Green" Alternatives.

- e. This is an additional amount of insurance.

- B. This section B. applies only when any of the following are attached to this policy:

PROPERTY CHOICE SPECIAL BUSINESS
INCOME COVERAGE FORM

PROPERTY CHOICE BUSINESS INCOME
COVERAGE FORM

PROPERTY CHOICE PROFESSIONAL
BUSINESS INCOME COVERAGE FORM

The following Additional Coverage is added:

Green Alternatives – Increased Period of Restoration

1. If direct physical loss or direct physical damage by a Covered Cause of Loss occurs to covered building property at a "Scheduled Premises", Business Income coverage is revised to include the actual loss of income you sustain during the reasonable and necessary increase in the period of restoration that is actually incurred to:
 - a. Repair or replace the lost or damaged Covered Property as stated in A.1.a.
 - b. Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged Covered Property as stated in A.1.b.
2. The Increased Period of Restoration provided by this endorsement is subject to a maximum period of up to 30 consecutive days from the date the period of restoration would have otherwise ended had "Green" alternatives not been used.
3. This Additional Coverage Green Alternatives – Increased Period of Restoration is included in, and does not increase the applicable Limit of Insurance in the above referenced Coverage Forms.
4. The term Period of Restoration as found in the above referenced Coverage Forms and as used in this endorsement does not include any increased Period of Restoration due to:
 - a. Review and/or approval by a "Green Authority" regarding your application for certification of your "scheduled Premises", should you elect to pursue certification; or

- b. Conducting test and balance analysis of the heating, ventilation or air conditioning systems to confirm that they have been installed properly and meet manufacturer's and design professional's standards.

C. ADDITIONAL EXCLUSIONS

1. Coverage provided by this endorsement does not apply to any "Scheduled Premises" where:
 - a. Replacement Cost valuation does not apply;
 - b. Ordinance or Law Additional Coverage does not apply; or
 - c. Building(s) are vacant.
2. This endorsement does not apply to "stock".
3. Coverage provided by this endorsement does not include any increase in costs, loss or damage attributable to any "Green" standards for which you were under order or mandate from an existing authority, but you did not comply with, before the loss or damage.

D. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Green" means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize their impact on the environment.
2. "Green Authority" means the United States Green Building Council (LEED® Green Building Rating System); the Green Building Initiative™ (Green Globes™ Assessment And Rating System); or the Environmental Protection Agency and the Department of Energy (EnergyStar® requirements).

POLICY NUMBER:

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FLORIDA CHANGES - GREEN CHOICE -
ADDITIONAL COVERAGES - EXCLUDED**

This Endorsement modifies insurance provided under the following:

GREEN CHOICE – ADDITIONAL COVERAGES

- A. Green Choice – Additional Coverages endorsement does not apply to Premises situated in the state of Florida.



PROPERTY CHOICE CONDITIONS AND DEFINITIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to section C. DEFINITIONS.

The following conditions apply to all coverages that are a part of the Property Choice Coverage Part or Property Choice Policy and are in addition to the Common Policy Conditions unless stated otherwise in coverage forms and endorsements.

A. GENERAL CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Application of Waiting Period

In the event that more than one Waiting Period is applicable, we will apply only the longest waiting period.

3. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim on the grounds that it is not covered under this policy.

4. Claim Settlement

- a. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- b. We will pay for covered loss or damage within 30 days after we receive your sworn proof of loss, if you have complied with all of the terms of this Coverage Part; and:

- (1) We have reached agreement with you on the amount of loss; or

- (2) An appraisal award has been made.

5. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Part;
- b. The property covered under this insurance;
- c. Your interest in the property covered under this insurance; or
- d. A claim under this Coverage Part.

6. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more premises will not affect coverage at any premises where, at the time of loss or damage, the breach of condition does not exist.

7. Coverage Territory

The coverage territory is the United States of America (including its territories and possessions), Puerto Rico, and Canada.

Exceptions for the following Additional Coverages:

a. Business Travel

For the Business Travel Additional Coverage, the Coverage Territory is anywhere in the world.

b. Exhibitions

For the Exhibition Additional Coverage, the Coverage Territory is anywhere in the world.

c. Transit

For the Transit Additional Coverage, the Coverage Territory is within or between the United States of America, (including its territories and possessions), Puerto Rico and Canada; however, waterborne shipments are covered only if on inland waterways or in territorial waters, within 12 miles of land.

8. Equipment Breakdown - Suspension

When any Equipment Breakdown Property is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an Equipment Breakdown Accident to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as stated in the Property Choice Schedule of Premises and Coverages, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

9. Equipment Breakdown - Jurisdictional Inspections

If any Equipment Breakdown Property requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspections on your behalf.

10. If Two or More Coverages Apply

If two or more coverages in this policy apply to the same loss or damage, we will not pay more than the actual amount of loss or damage.

11. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- a. There has been full compliance with all of the terms of this Coverage Part; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

For coverage under the Business Crime Coverage Forms, the words the direct physical loss or damage occurred are replaced by the words you discover the loss.

12. Liberalization

If we adopt any revision that would broaden this Coverage Part, without additional premium, within 45 days prior to inception of this policy or during this policy period, the broadened coverage will immediately apply to you.

13. Loss Payee

- a. For Covered Property in which both you and the Loss Payee as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement have an insurable interest, we will:

- (1) Adjust losses with you; and
- (2) Pay any claim for loss or damage jointly to you and the loss payee, as interests may appear.

- b. If we cancel this policy, we will give written notice to the loss payee at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- (3) If we elect not to renew this policy, we will give written notice to the loss payee at least 10 days before the expiration date of this Coverage Part.

14. Mortgageholders and Lender Loss Payees

- a. We will pay each of the following for their interest in covered loss or damage, as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement in the order of their precedence, as their interest may appear:

- (1) **Mortgageholder** for their interest in buildings or structures. The term mortgageholder includes trustees.
- (2) **Lender** for their interest as a creditor, established by such written instruments as warehouse receipts, a contract for deed, bills of lading, financing statements; or mortgages, deeds of trust, or security agreements.

- b. The applicable mortgageholder or lender has the right to receive loss payment even if they have started foreclosure or similar action on the property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the applicable mortgageholder or lender will still have the right to receive loss payment if such mortgageholder or lender:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder or lender.

All of the terms of this Coverage Part will then apply directly to the mortgageholder or lender.

- d. If we pay the mortgageholder or lender for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's or lender's right to recover the full amount of their applicable claims will not be impaired.

At our option, we may pay to the mortgageholder or lender the whole principal on the mortgage or debt plus any accrued interest. In this event:

- i. For mortgageholder relationships, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us;
- ii. For lender relationships, you will pay your debt to us.

- e. If we cancel this policy, we will give written notice to the mortgageholder or lender at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- f. If we elect not to renew this policy, we will give written notice to the mortgageholder or lender at least 10 days before the expiration date of this Coverage Part.

15. Contract Of Sale and Building Owner Loss Payable Clauses

We will pay each of the following for their interest in covered loss or damage, as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement in the order of their precedence, as their interest may appear:

- a. **Contract of Sale Loss Payable Clause** If the Loss Payee shown in the Property Choice - Schedule of Premises and Coverages or by endorsement is a person or organization you have entered a contract with for the sale of Covered Property:

- (1) For Covered Property in which both you and the Loss Payee have an insurable interest we will:

- (a) Adjust losses with you; and
- (b) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- (2) The following is added to the Other Insurance Loss Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

- b. **Building Owner Loss Payable Clause** - If the Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant:

- (1) We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- (2) We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

16. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

17. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in 17. a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

18. Policy Period

In this Coverage Part, we only cover direct physical loss or direct physical damage which occurs during the policy period stated in the Declarations.

19. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the applicable Limit of Insurance.

You will pay us the amount of all recoveries of Accounts Receivable you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

20. Standard Fire Policy

If the Standard Fire Policy (165 Lines) is required by state statute to be attached to this policy, only the provisions of the Standard Fire Policy that are broader than the provisions contained in this policy shall apply.

21. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If any person or organization to whom or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a covered loss or damage, or
- b. After a covered loss only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm that you own or control;
 - (3) A business firm or individuals, that owns or controls you; or
 - (4) Your tenant.

This written waiver will not restrict your insurance.

Exceptions:

- (i) For their interest in building repair or construction, you may not waive your rights to recover damages from architects or engineers except as agreed to in writing by us.
- (ii) For property in the due course of transportation, we will not pay for loss or damage if you impair our rights to recover

damages from any carrier for hire, bailee or third party.

However, you may accept bills of lading, receipts or contracts of transportation from carriers for hire, which contain a limitation of value.

22. Vacancy

a. Description of Terms

As used in this General Condition, the terms building and vacant have the meanings set forth in (1), (2) and (3) below:

- (1) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the entire building, unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations or customary operations have ceased.
- (2) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant if there is not at least 31% of its total square footage:
 - (a) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (b) Used by the building owner to conduct customary operations.
- (3) Buildings under construction or renovation are not considered vacant unless construction or renovation operations have ceased.

b. Vacancy Loss Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Malicious mischief;
 - (c) "Sprinkler Leakage", unless you have protected the sprinkler system against freezing;
 - (d) "Building Glass" breakage;
 - (e) Water damage;

- (f) Theft; or
 - (g) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(g) above, we will reduce the amount we would otherwise pay for all loss or damage by 15%.

B. YOUR GENERAL DUTIES IN EVENT OF LOSS

1. In event of loss or damage, you must see that the following are done:

a. Notify Police

Notify the police if a law may have been broken.

b. Notify Us

Give us prompt notice of the loss or damage. Include a description of the property involved.

As soon as possible, give us a description of how, when and where the loss or damage occurred.

We will not deny coverage due to your unintentional failure to notify us about the occurrence of loss or damage provided notice is given as soon as practicable after you become aware of such loss or damage.

c. Protect Property

Take all reasonable steps to protect the property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the applicable Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

d. Take Inventory

At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

e. Inspect Property, Books and Records

As often as may be reasonably required, permit us to:

- (1) Inspect the damaged and undamaged property and take samples for testing and analysis.
- (2) Examine and make copies of your books and records including electronic records and data.

f. Proof of Loss

Send us a signed, sworn proof of loss containing the information we request during our investigation of your claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

g. Cooperate

Cooperate with us in the investigation or settlement of the claim.

h. Resumption of Business

If you intend to continue in business, you must resume all or part of your business operations as quickly as possible.

2. Examination Under Oath

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

C. DEFINITIONS

1. "Building Glass" means glass that is part of the building or structure, including glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.

This does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.

2. "Computer Equipment" includes the following equipment:

- a. Computer hardware, laptops, Personal Digital Assistants, including micro-processors and related component parts;
- b. Peripheral equipment, such as printers and modems;
- c. Computer network equipment; and
- d. Electronic communications equipment.

3. "Electronic data" means:

Information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected

- to it, which enable the computer or device to receive, process, store, retrieve or send data.
4. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
 5. "Money" means:
 - a. Currency, coins and bank notes; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 6. "Policy Year" means the period of time that:
 - a. Begins with the inception or anniversary date of this policy; and
 - b. Ends at the expiration or at the next anniversary date of this policy.
 7. "Pollutants and Contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.
 8. "Scheduled Premises" means any premises listed by location address in the Scheduled Premises section of the Property Choice Schedule of Premises and Coverage.
 9. "Securities" means negotiable and non-negotiable instruments or contracts representing either "Money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter); and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;but does not include "Money".
Lottery tickets held for sale and Postage stamps in current usage are not "Securities".
 10. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.
This cause of loss does not include:
 - a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.
 11. "Specified Causes of Loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion;

vandalism; "Sinkhole Collapse"; "Volcanic Action"; falling objects; weight of snow, ice or sleet; water damage, "Sprinkler Leakage"; "Theft"; or "Building Glass" breakage.

- a. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall or the building structure is first damaged by a falling object.
- b. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the "Scheduled Premises" and contains water or steam; and
 - (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the "Scheduled Premises" and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear. But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear. To the extent that accidental discharge or leakage of water falls within the criteria set forth in b.(1) or b.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

12. "Sprinkler Leakage" means a leakage or discharge of a substance (except halon) from an Automatic Fire Extinguishing System, including collapse of a tank that is part of the system.

13. "Stock" means merchandise held in storage or for sale, raw materials, and goods in-process or finished.

14. "Tenant Improvements and Betterments" means fixtures, alterations, installations or additions made a part of the Building you occupy but do not own; and:

- a. Made at your expense; or
- b. You acquired from the prior tenant at your expense; and

you cannot legally remove.

Tenant Improvements and Betterments includes fences, signs, and radio or television towers, antennas and satellite dishes (including attached equipment).

15. "Theft" means any act of stealing except as defined in the Property Choice Common Crime Coverages Form.

16. "Valuable Papers" means: Inscribed, printed or written documents, manuscripts, patterns or

records including abstracts, books, deeds, drawings, films, maps or mortgages.

"Valuable Papers" does not mean:

- (1) "Money" or "Securities", whether or not in current circulation.
- (2) Property that cannot be replaced with other property of like kind and quality.
- (3) Fine Arts or Accounts Receivable.
- (4) "Electronic data".

17. "Volcanic Action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

-- Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA) exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability For Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of Terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, the Pathogenic or Poisonous Biological or Chemical Materials Exclusion, the "Pollutants and Contaminants" Exclusion and the War And Military Action Exclusion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM - ADDITIONAL COVERAGES

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

This endorsement modifies insurance under the following:

PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SUMMARY of COVERAGE LIMITS and INDEX

- o This is a summary of the limits of insurance and coverages provided by this endorsement.
- o No coverage is provided by this summary.

Item No.	PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM - ADDITIONAL COVERAGES: -	LIMIT OF INSURANCE (Apply in any one occurrence unless otherwise noted)
1.	BUSINESS TRAVEL:	Included in Business Income and Extra Expense Limit of Insurance.
2.	CIVIL AUTHORITY (72 HOUR WAITING PERIOD APPLIES):	30 Days.
3.	DEPENDENT PROPERTIES INCLUDING WORLDWIDE COVERAGE TERRITORY (72 HOUR WAITING PERIOD APPLIES):	\$100,000. From All Dependent Properties.
4.	SECONDARY DEPENDENCIES - CONTRIBUTING AND RECIPIENT LOCATIONS	Included in Dependent Properties Limit of Insurance.
5.	EXTENDED INCOME (180 DAYS):	Included in Business Income and Extra Expense Limit of Insurance.
6.	FUNGUS, WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE:	Actual Loss Sustained for 30 Days.
7.	FUTURE EARNINGS:	Included in Business Income and Extra Expense Limit of Insurance.
8.	INGRESS AND EGRESS (24 HOUR WAITING PERIOD APPLIES):	30 Days
9.	LESSOR'S TENANT MOVE BACK EXPENSE:	\$10,000.
10.	MACHINERY TESTING AND TRAINING:	Included in Business Income and Extra Expense Limit of Insurance.

11.	NEWLY ACQUIRED PREMISES:	Included in Business Income and Extra Expense Limit of Insurance.
12.	ORDINANCE OR LAW COVERAGE (INCREASED PERIOD OF RESTORATION):	Included in Business Income and Extra Expense Limit of Insurance.
13.	POLLUTANTS AND CONTAMINANTS CLEANUP:	\$25,000. In any one "Policy Year".
14.	SEWER AND DRAIN BACKUP:	Included in Business Income and Extra Expense Limit of Insurance.
15.	TRANSIT:	\$100,000.
16.	UNNAMED PREMISES:	\$100,000.
	UNNAMED PREMISES: AT ANY ONE INSTALLATION:	Included in Business Income and Extra Expense Limit of Insurance.
	UNNAMED PREMISES: AT ANY ONE EXHIBITION:	Included in Business Income and Extra Expense Limit of Insurance.
17.	UTILITY SERVICE INTERRUPTION (24 HOUR WAITING PERIOD APPLIES):	\$25,000.
18.	WEB SITE AND INTERNET SERVICES (12 HOUR WAITING PERIOD APPLIES):	Lesser of Actual Loss Sustained for 30 days or \$100,000.

A. ADDITIONAL COVERAGES - The following Additional Coverages are added to the Property Choice Business Income and Extra Expense Coverage Form unless otherwise indicated in the Property Choice Schedule of Premises and Coverage or by endorsement to this policy:

Unless otherwise stated in the ADDITIONAL COVERAGES below, or by endorsement, the Limits of Insurance applicable to the Additional Coverages are included in and are not in addition to the Limit of Insurance applicable to BUSINESS INCOME AND EXTRA EXPENSE as stated in the Property Choice Schedule of Premises and Coverages. For Insurance that may apply to a Specific "Scheduled Premises" see: Property Choice Schedule of Premises and Coverage - Scheduled Premises section.

1. Business Travel

- a. We will pay for the actual loss of Business Income and the actual, necessary and reasonable Extra Expenses you incur due to direct physical loss or direct physical damage by a Covered Cause of Loss to Your Business Personal Property including Sales Representative Samples while in the custody of:
 - (1) Your sales representatives; or
 - (2) Any officer, employee or yourself; while traveling on authorized company business.
- b. With respect to the coverage provided under this Additional Coverage - Business Travel, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

2. Civil Authority

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur when access to your "Scheduled Premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "Scheduled Premises".
- b. The coverage for Business Income will begin after a Waiting Period of 72 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverage or is shown by endorsement) after the order of a civil authority and coverage will end at the earlier of:

- (1) When access is permitted to your "Scheduled Premises"; or
- (2) 30 consecutive days after the order of the civil authority.
- c. The coverage for Extra Expense will begin immediately after the order of a civil authority and coverage will end at the earlier of:
 - (1) When access is permitted to your "Scheduled Premises"; or
 - (2) 30 consecutive days after the order of the civil authority.

3. Dependent Properties

- a. We will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary suspension of your operations during the Period of Restoration. The suspension must be caused by direct physical loss of or direct physical damage to a Dependent Property caused by or resulting from a Covered Cause of Loss. However, coverage under this Additional Coverage does not apply when the only loss to a Dependent Property is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the Dependent Property sustains loss or damage to "Electronic Data" and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. The term "Electronic Data" has the meaning set forth in the Coverage Form to which this endorsement applies.
- b. Period of Restoration, with respect to Dependent Property means the period of time that:
 - (1) Begins 72 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverages or is shown by endorsement) after the time of the Covered Cause of Loss occurred for Business Income Coverage;
 - (2) Begins immediately after the time of the Covered Cause of Loss for Extra Expense Coverage;
 - (3) Ends on the earlier of:
 - (a) the date when the property at the premises of the Dependent Property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

- (b) when the applicable limit of insurance is exhausted.

Period of Restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants and Contaminants".

The expiration date of this policy will not cut short the Period of Restoration.

- c. Dependent Properties means property at premises owned and operated by others that you depend on to:
 - (1) Deliver materials or services to you, or to others for your account (Contributing Location);
But any property which delivers any of the following services is not a Contributing Location with respect to such services:
 - (a) Water supply services;
 - (b) Power supply services; or
 - (c) Wastewater removal services; or
 - (d) Communication supply services, including services relating to internet access or access to any electronic network;
 - (2) Accept your products or services (Recipient Location);
 - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Location); or
 - (4) Attract customers to your business premises (Leader Locations).
- d. With respect to the coverage provided under this Additional Coverage - Dependent Properties, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.
- e. The most we will pay for the sum of all actual loss of Business Income and actual, necessary and reasonable Extra Expense you incur in any one occurrence regardless of the types or number of Dependent Properties involved in any one occurrence under this Additional Coverage is \$100,000. This is an additional amount of insurance.

4. Secondary Dependencies - Contributing and Recipient Locations

- a. We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the Period of Restoration. The suspension must be caused by direct physical loss of or direct physical damage to property at a secondary contributing location or at a secondary recipient location, caused by or resulting from a Covered Cause of Loss, which in turn results in partial or complete interruption of the materials or services provided to you by a dependent property, thereby resulting in the suspension of your operations.
- b. This Additional Coverage does not apply when the only loss at the secondary contributing location or secondary recipient location is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the secondary contributing location or secondary recipient location sustains loss or damage to "Electronic Data" and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. The term "Electronic Data" has the meaning set forth in the Coverage Part to which this provision applies.
- c. With respect to a suspension of your operations covered under this provision, the maximum amount payable is the Limit of Insurance applicable to Dependent Properties. This provision, does not increase the Limit Of Insurance for Dependent Properties, as any amount payable under this provision is considered part of, not in addition to, such Dependent Properties Limit of Insurance, even if the suspension of your operations is caused by direct physical loss of or damage to dependent property and property at one or more secondary contributing locations or secondary recipient locations.
- d. Secondary contributing location is an entity which:
 - (1) Is not owned or operated by a Contributing Location; and
 - (2) Delivers materials or services to a Contributing Location, which in turn are used by that Contributing Location in providing materials or services to you.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or

structure is not a secondary contributing location.

- e. Any property which delivers any of the following services is not a secondary contributing location with respect to such services:
 - (1) Water supply services;
 - (2) Power supply services;
 - (3) Wastewater removal services; or
 - (4) Communication supply services, including services relating to Internet access or access to any electronic network.
- f. Secondary recipient location is an entity which:
 - (1) Is not owned or operated by a Recipient Location; and
 - (2) Accepts materials or services from a Recipient Location, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary recipient location.

- g. With respect to the coverage provided under this provision (Secondary Dependencies - Contributing and Recipient Locations), the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

5. Extended Income

- a. If the necessary suspension of your operations (applies to all operations except educational institutional operations) produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (1) Begins on the date property (except "Stock" you have finished manufacturing) is actually repaired, rebuilt or replaced and business operations are resumed; and
 - (2) Ends on the earlier of:
 - (a) The date you could restore your business operations, with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or direct physical damage had occurred; or
 - (b) 180 days that immediately follows after the date determined in a. (1) above.

- b. As respects educational operations, the following applies:

In the event of a covered Business Income loss, we will pay for the actual loss of Business Income you sustain during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 60 days or less before the scheduled opening of the next school term.

- c. However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the insured premises are located.

- d. Loss of Business Income must be caused by direct physical loss or direct physical damage at the insureds premises caused by or resulting from a Covered Cause of Loss.

6. "Fungus", Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage

- a. The coverage described below only applies when the "fungus", wet rot, dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- (1) A "specified cause of loss" other than fire or lightning;
- (2) Equipment breakdown accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the effected premises; or
- (3) Flood, if the Causes of Loss - Flood endorsement applies to the effected premises.

- b. The following applies only if Business Income and/or Extra Expense coverage applies to the "Scheduled Premises" and only if the necessary interruption of your business operations satisfies all terms and conditions of this Coverage Part.

- (1) If the loss which results in "fungus", wet rot, dry rot, bacteria or virus does not in itself necessitate a necessary interruption of your business operations, but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot, dry rot, bacteria or virus, then our payment under

Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- (2) If a covered necessary interruption of your business operations was caused by loss or damage other than "fungus", wet rot, dry rot, bacteria or virus prolongs the Period of Restoration, we will pay for loss and/or expense sustained during the delay (regardless of when such delay occurs during the Period of Restoration), but such coverage is limited to 30 days in total. The days need not be consecutive.

7. Future Earnings

- a. In the event of a covered Business Income loss at "Scheduled Premises", we will pay for the actual loss of Business Income you subsequently and necessarily sustain after the Period of Restoration and the Extended Income period ends and that the actual loss in Business Income is directly attributable to the Covered Cause of Loss occurrence.
- b. However, Future Earnings does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the insured premises are located.
- c. This coverage will apply to the actual loss of business income you sustain within 2 years from the date the Covered Cause of Loss occurred.

8. Ingress or Egress

- a. This insurance is extended to apply to the actual loss of Business Income you sustain when ingress or egress to your "Scheduled Premises" is specifically prohibited as the direct result of a Covered Cause of Loss to property at premises that is contiguous to your "Scheduled Premises".
- b. Coverage for Business Income will begin after a Waiting Period of 24 hours (unless a different Waiting Period applicable to this Additional Coverage is shown by endorsement) after the time of the Covered Cause of Loss and will end at the earlier of:
 - (1) When ingress or egress is permitted to or from your "Scheduled Premises"; or
 - (2) 30 consecutive days.

- c. This Additional Coverage does not apply if:
 - (1) The direct physical loss or direct physical damage is caused by or results from flood or earthquake even if flood or earthquake are Covered Causes of Loss; or
 - (2) The ingress to or egress from your "Scheduled Premises" is prohibited by civil authority.

9. Lessor's Tenant Move Back Expenses

- a. In the event that your tenants must temporarily vacate the covered Building property at "Scheduled Premises" due to untenability caused by direct physical loss or direct physical damage by a Covered Cause of Loss to the covered Building, we will pay for the following expenses you actually incur to move those tenants back into your covered Building. We will only pay for the following expenses:
 - (1) Packing, transporting and unpacking the tenants' Business Personal Property, including the cost of insuring the move back and any necessary assembly or setup of furniture and equipment, and
 - (2) The net cost to re-establish the tenants' utility and telephone services, after any refunds due the tenants.
- b. We will only pay for these expenses that you actually incur within 60 days from the date that the damaged building has been repaired or rebuilt and if needed a certificate of occupancy has been granted.
- c. The most we will pay the sum in any one occurrence of covered loss under this Additional Coverage is \$10,000. This is an additional amount of insurance.

10. Machinery Testing and Training

In the event it was necessary to replace machinery damaged by a Covered Cause of Loss, we will extend the Period of Restoration to include:

- a. The additional time to test that replacement machinery; and
- b. The additional time to train employees on the differences in operating the damaged machinery and the replacement machinery.

11. Newly Acquired Premises

- a. We will pay for the actual loss of Business Income you sustain due to direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Newly

Acquired Premises. Newly Acquired Premises means premises you acquire, purchase or lease after the inception of this policy, but does not include:

- (1) Any premises acquired through any foreclosure process;
- (2) Any premises of others where you are temporarily working, such as installing property or performing maintenance or service work; or
- (3) Any premises covered by any other part of this Coverage Form.

- b. Insurance for each Newly Acquired Premises will end when any of the following first occurs, but will not cut short the Period of Restoration:

- (1) This policy expires;
- (2) 180 days expire after you acquire the property;
- (3) You report values to us; or
- (4) The property is more specifically insured.

We will charge you additional premium from the date you acquire the premises.

12. Ordinance or Law - Increased Period of Restoration

- a. If a Covered Cause of Loss occurs to property at "Scheduled Premises", coverage is extended to include the amount of the actual loss of Business Income and the actual, necessary and reasonable Extra Expense you incur during the increased period of suspension of operations caused by or resulting from a requirement to comply with any ordinance or law that:

- (1) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the insured premises;
- (2) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

- b. Coverage is not extended under this Additional Coverage to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law:

- (1) Which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot, bacteria or virus; or

- (2) Which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants and Contaminants", "fungus", wet or dry rot, bacteria or virus.

- c. Period of Restoration is revised to include any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss that regulates the construction or repair, or requires the tearing down of any property.

13. "Pollutants and Contaminants" Clean Up

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur if business operations are interrupted due to the enforcement of any ordinance or law that requires you to extract "Pollutants and Contaminants" from land or water at "Scheduled Premises" caused by or resulting from a Covered Cause of Loss that occurs during the policy period.
- b. Such loss must be reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- c. The most we will pay for the sum of all Business Income and Extra Expense in any one "Policy Year" under this Additional Coverage is \$25,000. This is an additional amount of insurance.

14. Sewer and Drain Backup

- a. We will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to direct physical loss of or direct physical damage to property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water or other materials that backs up from a sewer or drain.

b. THIS IS NOT FLOOD INSURANCE.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the back-up or overflow to such conditions.

Flood as used in this provision means:

- (1) Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of

water from its boundaries, all whether driven by wind or not; or

- (2) Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (4) Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in (1) or (3) above regardless of the proximity of the back-up to such conditions.
- (5) All flooding in a continuous or protracted event will constitute a single flood.

15. Transit

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to the following property while in the due course of transit:
 - (1) Your Business Personal Property; and
 - (2) Business Personal Property owned by others.
- b. This Coverage will continue to apply to such property in the due course of transit, after the expiration or cancellation of this policy, until arrival at and accepted by an authorized representative at the invoiced destination, but for no longer than 30 days after the date of the shipment origination, but this will not cut short the Period of Restoration.
- c. You must retain accurate records of all shipments of Covered Property for one year.
- d. The most we will pay for the sum of all Business Income and Extra Expense in any one occurrence under this Additional Coverage is \$100,000. This is an additional amount of insurance.

- e. For the Transit Additional Coverage, the Coverage Territory is within or between the United States of America, (including its territories and possessions), Puerto Rico and Canada; however, waterborne shipments are covered only if on inland waterways or in territorial waters, within 12 miles of land.

16. Unnamed Premises

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage by a Covered Cause of Loss to Property while at:
 - (1) Premises that you own, lease, or occupy other than at a "Scheduled Premises";
 - (2) Premises not described in the Property Choice Schedule of Premises and Coverages, which you do not own, lease or occupy;
 - (3) Premises where you are temporarily performing work or installing Business Personal Property and your insurable interest continues until the installation is accepted by the customer.
- b. Unnamed Premises does not include any:
 - (1) Premises or property covered under any other coverage of this Coverage Form;
 - (2) Waste disposal or transfer sites;
 - (3) Intermediate site while in the due course of transit; or
 - (4) Premises of a Web Site or Internet Services provider.
- c. The most we will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage at all unnamed premises other than at any one installation or at any one exhibition is \$100,000.
- d. The most we will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage at any one installation is the limit of insurance applicable to Business Income and Extra Expense. This is included in the Business Income and Extra Expense Limit of Insurance.

- e. The most we will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage at any one exhibition is the limit of insurance applicable to Business Income and Extra Expense Limit.

17. Utility Service Interruption

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur at "Scheduled Premises", "Newly Acquired Premises" and Unnamed Premises caused by the interruption of specific services.

The interruption must result from direct physical loss or direct physical damage by a Covered Cause of Loss to property outside the insured premises boundary and which provides the following services:

 - (1) Water Supply Property, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
 - (2) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.
 - (3) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
 - (4) Power Supply Property, meaning the following types of property supplying

electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

- b. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- c. This Additional Coverage does not include any loss or damage due to temperature change or spoilage.
- d. This Additional Coverage does not apply to the Dependent Properties Additional Coverage.
- e. We will not pay for Business Income loss you sustain during the 24 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverages or is shown by endorsement) that immediately follow after the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- f. The most we will pay for the sum of all actual loss of Business Income and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage is \$25,000. This is an additional amount of insurance.

18. Web Site and Internet Services

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual necessary and reasonable Extra Expense you incur caused by direct physical loss or direct physical damage by a Covered Cause of

Loss to property that you depend on for Website and Internet Services.

Website and Internet Services means

- (1) Internet access, e-mail, web hosting and application software services at the premises of others, or
 - (2) Router infrastructure services, including cable and wireless, located outside your premises boundary.
- b. We will not pay for any Business Income loss under this Coverage that you sustain during the 12 hours (unless a different Waiting Period for this Coverage is indicated in the Property Choice Schedule of Premises and Coverages or by endorsement) that immediately follow the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
 - c. The most we will pay for the actual loss of Business Income or necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is the lesser of:
 - (1) The amount of the actual loss of Business Income you sustain during the 30 day period immediately following the Waiting Period and the necessary and reasonable Extra Expense you incur when you first discovered the Covered Cause of Loss (during the Waiting Period) and for a 30 day period immediately following the Waiting Period; or
 - (2) \$100,000.
 - d. With respect to Web Sites, this coverage applies only if you have a back-up copy of your Web Page stored at a location other than the site of the Web Site vendor.
 - e. This is an additional amount of insurance.



PROPERTY CHOICE COVERAGE FORM

(PROPERTY)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Property Choice Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

A. COVERAGE

We will pay for direct physical loss of or direct physical damage to the following types of Covered Property caused by or resulting from a Covered Cause of Loss. Covered Property, as used in this Coverage Part, means the type of property described in this Section, A.1. Covered Property for which a Limit of Insurance and a premises address is shown in the Property Choice - Schedule of Premises and Coverages.

1. Covered Property

a. Building means buildings or structures that:

- (1) You own; or
 - (2) Are responsible for insuring.
- Building also includes:
- (1) Buildings or structures in the course of construction;
 - (2) Alterations, repairs or additions to the building;
 - (3) Foundations;
 - (4) Underground pipes, flues or drains necessary for the service of the building;
 - (5) Excavations, grading, backfilling or filling that are necessary to repair, rebuild or replace the building or its foundation;
 - (6) Permanently installed machinery and equipment;
 - (7) Awnings, "Building Glass" and floor coverings;
 - (8) Materials, equipment and supplies, used in the construction, alteration or repair of buildings;

(9) Radio or television towers, antennas and satellite dishes (including attachments), fences, signs and other outdoor fixtures;

(10) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(11) Property owned by you for the maintenance or service of the building or its premises, including fire extinguishing equipment, alarm, communication and monitoring systems, and lawn maintenance or snow removal equipment;

(12) Retaining walls attached to buildings;

(13) Swimming pools whether or not attached to the building;

(14) Appurtenant structures whether or not attached to the building;

(15) Electronic car charging stations;

(16) Solar panels attached to the building;

(17) Walks, roadways, patios or other paved surfaces at a "Scheduled Premises".

b. Business Personal Property

(1) Business Personal Property means:

(a) All of Your Business Personal Property owned by your business; and

(b) Business Personal Property owned by others, that is in your care, custody or control (including leased property as provided in a written lease agreement);

(2) Business Personal Property also includes:

(a) Furniture, fixtures, machinery and equipment;

- (b) "Stock";
 - (c) "Computer Equipment";
 - (d) "Electronic Data" and "Valuable Papers";
 - (e) Patterns, dies, molds and forms;
 - (f) Your interest in the labor, materials or services furnished or arranged by you on Business Personal Property you have installed or repaired;
 - (g) "Tenant Improvements and Betterments";
 - (h) Tools and equipment owned by your employees that are used in your business operations;
 - (i) Building components while removed from the premises for service or repair;
 - (j) Lottery tickets held for sale and postage stamps in current usage;
 - (k) Electronic car charging stations if not covered under Building.
- (3) Coverage applies to Business Personal Property up to 1000 feet outside the premises boundary.

2. Property Not Covered

Covered Property does not include the following unless an endorsement is added to this Coverage Part:

- a. Accounts, bills, currency, food stamps or other evidences of debt, "money", notes or "securities".
- b. Animals, except animals inside buildings, and:
 - (1) Owned by others and boarded by you; or
 - (2) Owned by you as "Stock".
- c. Property owned by and for exclusive personal use by you or your officers, members, partners or employees.
- d. Property owned by your residents, patients, or students.
- e. Property owned by your tenants.
- f. Contraband, or property in the course of illegal transportation or trade.
- g. Growing crops or standing timber.
- h. Grain, hay, straw or other crops which have been harvested, but are outside of buildings or structures.
- i. Outdoor trees, shrubs, plants and sod (other than those held for sale) and lawns.
- j. Land (including land on which the property is located), land values, water (except water

contained within any storage tank, for use in your manufacturing or processing operations), dams, underground mines, and caverns.

- k. Vehicles, and self-propelled machines, including aircraft (including "unmanned aircraft") and watercraft, except the following are Covered Property:

- (1) Vehicles and self-propelled machines, (including aircraft and watercraft) that you manufacture, process, warehouse or hold for sale (except automobiles held for sale) while located at insured premises;
- (2) Vehicles and self-propelled machines, (except aircraft and watercraft) that you operate principally on your insured premises, that are not licensed or registered for use on public roads; and
- (3) Canoes and rowboats while out of the water at insured premises.

- l. Business Personal Property that you have sold under:

- (1) Conditional sale;
- (2) Trust agreement;
- (3) Installment payment;
- (4) Other deferred payment plan; or
- (5) Other agreement under which you have retained a security interest;

- m. Property that is more specifically covered, insured or described under another coverage form of this policy or any other policy, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

- n. Live eggs, human tissue, bodily fluids, or embryos.

- o. Retaining walls not attached to the building.

3. Covered Causes of Loss

See Property Choice - Covered Causes of Loss and Exclusions Form.

B. EXCLUSIONS

See the Property Choice - Covered Causes of Loss and Exclusions Form.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the smallest applicable Limit of Insurance shown in the Property Choice Declarations, Schedules, Coverage Form(s) or Endorsement(s).

D. DEDUCTIBLE

We will not pay for direct physical loss or direct physical damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductible stated in the Property Choice Schedule of Premises and Coverages or Endorsement(s). We will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.

When claim is made for loss or damage to more than one type of property, coverage, premises, or Cause of Loss and different deductible amounts apply in the same occurrence, we will only apply the largest applicable deductible for the item for which claim is made unless specified by endorsement.

E. LOSS PAYMENT AND VALUATION CONDITIONS

Covered Property will be valued at either Replacement Cost or Actual Cash Value, as stated in the Property Choice Schedule of Premises and Coverages and as described below except for the items listed below in item 3. Specific Property Valuations. We will not pay more than your financial interest in the lost or damaged property.

1. Replacement Cost

In the event of covered loss or damage, we will determine the value of Covered Property at the actual amount spent to repair, replace or rebuild the damaged property as of the time of the loss or damage, at the same site or another site, subject to the following:

- a. We will not pay more for lost or damaged property than the least of
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The amount it costs to replace, on the same premises, the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount you actually spend that is necessary and reasonable to repair or replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose.
 - (4) In the event of a total loss to Building property, you may choose to replace your Building property at another premises, however, we will not pay more than the cost to replace the Building property at the original premises.

(5) In the event of a total loss to Business Personal Property, we retain our right to salvage such Business Personal Property.

(6) Replacement Cost does not include any increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

b. We will pay you on an Actual Cash Value basis until the lost or damaged property is actually repaired, rebuilt or replaced.

c. If you do not repair, replace or rebuild on the same site or another site within 2 years of the date of loss, we will pay you on an Actual Cash Value basis.

d. Patterns, dies, molds and forms not in current usage at actual cash value. If loss is paid on an actual cash value basis and within 60 months from the date of the covered loss and you need to repair or replace them, we will pay you, subject to the Conditions of this insurance, the difference between actual cash value and replacement cost when the patterns, dies, molds and forms are actually repaired or replaced.

2. Actual Cash Value

a. We will pay you on an Actual Cash Value basis if:

(1) The valuation of the lost or damaged property is designated in the Property Choice Schedule of Premises and Coverages as Actual Cash Value.

(2) You elect Actual Cash Value as the basis for loss payment at the time of loss or damage.

b. In the event of covered loss or damage, at our option, we will do one of the following, but not pay more than the Limit of Insurance applicable to the lost or damaged property:

(1) Pay the value of the lost or damaged property at the time of loss;

(2) Take all or any part of the property at an agreed or appraised value; or

(3) Repair, rebuild or replace the property with other property of like kind and quality, or pay you the cost to do so.

c. In the event of a total loss to Business Personal Property, we retain our right to salvage such Business Personal Property.

d. Actual Cash Value does not include the increased cost attributable to enforcement

of or compliance with any ordinance or law regulating the construction, use or repair of any property.

- e. If the actual amount spent to repair, replace or rebuild the damaged property as of the time of the loss is \$25,000 or less (after the application of the applicable deductible), we pay the loss or damage on the basis of the Replacement Cost provisions described in E.1. above. This Exception does not apply to the following Specific Property Valuations.

3. Specific Property Valuations

a. Accounts Receivable

We will determine the amount of Accounts Receivable loss as follows:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts receivable, however that amount of accounts receivable is established:
 - (a) The amount of the accounts for which there is no loss;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.

b. Animals

We will determine the value of animals at the cost of replacement with animals of like kind and quality as when originally acquired by you.

c. "Building Glass"

We will determine the value of "Building Glass" at the cost of replacement with safety glazing material if required by law.

d. "Electronic Data"

- 1. We will determine the value at the actual, reasonable and necessary costs you incur to restore or replace "Electronic Data".
- 2. We will not pay for costs or expenses you incur to:
 - (a) Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any "Computer Equipment" or computer system;
 - (b) Update, replace, restore or improve any "Electronic Data" to a level beyond the condition in which it existed immediately preceding the loss or damage; or
 - (c) Duplicate research that led to development of your "Electronic Data" or any proprietary or confidential information or intellectual property in any form.

To the extent that "Electronic Data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "Electronic Data" was stored, with blank media of substantially identical type

If you recover from a licensor, lessor or any other party for loss or damage to "Electronic Data", our loss payment to you will be reduced by the amount of such recovery.

e. Fine Arts

We will determine the value of Fine Arts, at the lesser of:

- (1) The market value at the time of loss or damage;
- (2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or
- (3) The cost of replacement with substantially identical property.

For pairs or sets, we will either:

- (1) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the covered loss or damage.

f. Party Wall

A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling

covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

g. Property of Others

- (1) If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the lesser of:
 - (a) amount for which you are liable under such contract;
 - (b) the replacement cost of the property; or
 - (c) the applicable Limit of Insurance.
- (2) If no such contract exists we will not pay more than your financial interest in Personal Property of Others not to exceed:
 - (a) the Actual Cash Value of such property; or
 - (b) the applicable Limit of Insurance.
- (3) At your option, we may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners:
 - (a) Such payments will only be for the account of the owner of the property and will satisfy your claims against us for the owners' property;
 - (b) We will not pay more than their financial interest in the property.
- (4) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

h. "Stock"

(1) Manufactured Stock (including Selling Price)

We will determine the value of "Stock" you have manufactured at the selling price less discounts and expenses you otherwise would have incurred. This also applies to component parts manufactured by others that will become a part of your finished product.

(2) Mercantile Stock

We will determine the value of "Stock", which you have purchased for resale and have sold but not delivered, at the selling price less discounts and expense you otherwise would have had. This does not apply to "Stock" you have manufactured.

(3) Stock in Process

We will determine the value of "Stock" in process of manufacture at the replacement cost of the raw materials, plus labor expended and the proper proportion of overhead charges.

(4) Commodity Stock

For "Stock" that is bought and sold at an established market exchange, we will determine the value at:

- (a) The posted market price as of the time and place of loss;
- (b) Less discounts and expenses you otherwise would have had.

i. "Tenant Improvements and Betterments"

- (1) If you do not repair or replace lost or damaged "Tenant Improvements and Betterments" within 2 years, we will pay the pro rata of the Actual Cash Value based on the duration of the lease and the installation date of the property.
- (2) If others pay for repairs or replacement, we will not make loss payment to you.

j. Transit

We will determine the value of covered property in due course of transit at:

- (1) The amount of invoice plus accrued costs, prepaid charges and charges since shipment; or
- (2) In the absence of an invoice, the valuation provision otherwise applicable to that type of Covered Property as of the time of loss or damage.

k. "Valuable Papers"

We will determine the value of "Valuable Papers" at your incurred cost of:

- (1) Blank materials for reproducing the records (including blank prepackaged programs when replaced); and
- (2) Labor to transcribe or copy the records and to research, replace or restore the lost information, including research and development documentation.

l. Vehicles

- (1) We will determine the value of covered vehicles and self-propelled machines, including aircraft, automobiles, contractor's equipment and watercraft on an Actual Cash Value basis. This also applies to coverage provided for trailers under the Non-Owned Detached Trailer Additional Coverage.
- (2) New vehicles and machines you have manufactured will be subject to the valuation applicable to covered "Stock".

4. Value Enhancements

a. Architect and Engineering Fees

The value of Covered Property will include reasonable architect and engineering fees you incur in the course of repairing or reconstructing damaged property.

b. Customs Duty, Sales Tax

The value of Covered Property will include the cost of customs duties and sales taxes to repair or replace the property.

c. Extended Warranties

The value of Covered Property, that is a total loss during the policy period, will include the unused pro rata portion of non-refundable optional extended warranties or service contracts which you purchased for the damaged property prior to the covered loss or damage.



PROPERTY CHOICE - BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

(BUSINESS INTERRUPTION)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

A. COVERAGE

We will pay up to the Business Income and Extra Expense Limit of Insurance stated in the Property Choice - Schedule of Premises and Coverages for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary interruption of your business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at "Scheduled Premises" where a limit of insurance is shown for Business Income and Extra Expense. If you are a tenant, this Coverage applies to that portion of the building which you rent, lease or occupy, and extends to common service areas and access routes to your area.

Definitions

1. Business Income means:

- a. Net Income (Net Profit or Net Loss before income taxes), including Rental Income and Royalties, that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including Payroll Expenses.
- c. For educational operations, Business Income also includes income from:
 - (1) Tuition and related student fees including room, board, laboratories and other similar fees;
 - (2) Bookstores;
 - (3) Athletic events; or
 - (4) Activity related to research grants.
- d. For manufacturing businesses, Net Income also includes the net sales value of production.

e. For research and development operations, Business Income also includes awarded contract revenues, licensing fees, consulting fees, funding grants and progress (milestone) payments.

f. As respects all insureds if you are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.

2. Extra Expense means the actual, necessary and reasonable expenses you incur during the Period of Restoration that you would not have incurred if there had been no direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at "Scheduled Premises". We will pay Extra Expense (other than the expense to repair or replace property) to:

- a. Avoid or minimize the suspension of business and to continue operations at a "Scheduled Premises" or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- b. Minimize the suspension of business if you cannot continue operations. We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- c. Extra Expense Coverage does not apply to any expense related to any recall of products you manufacture, handle or distribute.

3. Interruption means the slowdown or cessation of any part of your business activities or the partial or total untenability of the premises.

4. Payroll Expenses include:

- a. Payroll;
- b. Special compensation such as bonuses and other incentive compensation;
- c. Employee benefits, if directly related to payroll;
- d. FICA payments you pay;
- e. Union dues you pay; and
- f. Workers' compensation premiums.

5. a. Period of Restoration means the period of time that:

(1) Begins at the time the Covered Cause of Loss occurred; and

(2) Ends on the earlier of:

(a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

The expiration date of this policy will not cut short the Period of Restoration.

b. For buildings under construction or undergoing additions or alterations, if the direct physical loss or direct physical damage delays the start of business operations, the Period of Restoration will begin the date business operations would have begun had the direct physical loss or direct physical damage not occurred.

c. For educational institutions, the Period of Restoration ends on the earlier of:

(1) The day before the opening of the next school term following the date the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when the school term is resumed at a new permanent location.

d. Period of Restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess

the effects of "Pollutants and Contaminants", except as covered in the "Pollutants and Contaminants" Clean Up Additional Coverage; or

(2) Regulates the construction, use or repair, or requires the tearing down of any property, except as covered in the Ordinance or Law Additional Coverage.

6. Rental Income/Rental Value means Business Income that consists of:

a. Net Income (Net Profit or Net Loss before income taxes) that would have been earned or incurred as income from tenant occupancy of the "Scheduled Premises" as furnished and equipped by you including fair rental value of any portion of the "Scheduled Premises" which is occupied by your tenants or you as a tenant; and

b. Continuing normal operating expenses incurred in connection with that premises including:

(1) Payroll Expenses; and

(2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

c. If you are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.

B. COVERED CAUSES OF LOSS, EXCLUSIONS AND LIMITATION

1. See Property Choice - Covered Causes of Loss and Exclusions Form.

2. The following Exclusions apply in addition to the Exclusions found in the Property Choice - Covered Causes of Loss and Exclusions Form attached to this Coverage Part:

a. **Contract, Lease or License Cancellation**

We will not pay for any increase of loss caused by or resulting from suspension, lapse or cancellation of any contract, lease or license (including consultation and funding grants). But if such suspension, lapse or cancellation is directly caused by a covered interruption of business operations, we will pay for such loss that affects your Business Income during the Period of Restoration and any extension of the Period of Restoration in accordance with the terms of the Extended Income Additional Coverage or the Future Earnings Additional Coverage.

b. Manufactured "Stock"

We will not pay for any loss caused by or resulting from damage or destruction of or the time required to reproduce "Stock" you have finished manufacturing.

c. Satellite Communications

We will not pay for any loss caused by or resulting from the disruption of communications or service to or from any satellite however caused. But this exclusion does not apply to land based satellite dishes.

d. Strike Interference

We will not pay for any increase of loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming business operations, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.

3. Limitation - Interruption Of Computer Operations

a. Coverage for Business Income does not apply when a suspension of operations is caused by destruction or corruption of "Electronic Data", or any loss or damage to "Electronic Data".

b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of "Electronic Data", or any loss or damage to "Electronic Data".

c. This Additional Limitation does not apply when loss or damage to "Electronic Data" involves only "Electronic Data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the smallest applicable Limit of Insurance shown in the Property Choice Declarations, Schedules, Coverage Form(s) or Endorsement(s).

D. DEDUCTIBLE

We will not pay for the actual loss of Business Income you sustain in any one occurrence until the necessary interruption of your business operations exceeds the Waiting Period as stated in the Property Choice Schedule of Premises and Coverages or by Endorsement(s). We will not pay for the actual loss of Business Income you sustain in any one occurrence during such Waiting Period. No other deductible applies to

Business Income coverage. No deductible or Waiting Period applies to Extra Expense.

E. LOSS CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions and all of the Conditions as found in the Property Choice Conditions and Definitions Form:

1. Resumption of Business

If you intend to continue in business, you must resume all or part of your business operations as quickly as possible.

2. Loss Determination

a. Business Income

The amount of Business Income loss will be determined based on:

(1) The Net Income of the business before the direct physical loss or direct physical damage occurred;

(2) The likely Net Income of the business if no physical loss or no physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses.

(3) The operating expenses, including payroll expenses, necessary to resume business operations with the same quality of service that existed just before the direct physical loss or direct physical damage, and

(4) Other relevant sources of information, including:

(a) Your financial records and accounting procedures;

(b) Bills, invoices and other vouchers; and

(c) Deeds, liens or contracts.

b. Extra Expense

The amount of Extra Expense will be determined based on:

(1) All expenses that exceed the normal operating expenses that would have been incurred by business operations during the Period of Restoration if no direct physical loss or if no direct physical damage had occurred. We will deduct from the total of such expenses:

(a) The salvage value that remains of any property bought for temporary use during the Period

of Restoration, once business operations are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(2) All actual, necessary and reasonable expenses that reduce the Business Income loss otherwise incurred.

3. Reductions in Amount We Pay

a. We will reduce the amount of the Business Income loss payment to the extent you can resume your business operations, in whole or in part, by using:

(1) Damaged or undamaged property (including merchandise or "stock") at the insured premises or elsewhere;

(2) Any other available source of materials or other outlet for your products.

b. We will reduce the amount of Extra Expense loss payment to the extent you can return operations to normal and discontinue Extra Expenses.

c. If you do not resume business operations, or do not resume business operations as quickly as possible, we will pay based on the length of time it would have taken to resume business operations as quickly as possible.

d. We will reduce the amount of the Business Income loss payment to the extent that the reduction in volume of business income from the affected income channel is offset by an increase in the volume of business from other income channels.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - COVERED CAUSES OF LOSS AND EXCLUSIONS FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

A. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or direct physical damage that occurs during the Policy Period and in the Coverage Territory unless the loss or damage is excluded or limited in this policy.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:

a. Acts, Errors or Omissions

Acts, errors or omissions by you or others, whether before or after the acquisition of any Covered Property, in any of the following activities:

- (1) Planning, zoning, developing, surveying, testing or siting property;
- (2) Establishing or enforcing any building code, or any standard, ordinance or law about the construction, use or repair of any property or materials, or requiring the tearing down of any property, including the removal of its debris; or
- (3) Any of the following as to any part of land, buildings, roads, water or gas mains, sewers, drainage ditches, levees, dams, other structures or facilities, or to or for any Covered Property:
 - (a) Design, specifications, construction, grading, compaction; or
 - (b) Furnishing of work, materials, parts or equipment in connection with the

design, specifications, construction, renovation, remodeling, grading or compaction.

The Acts, Errors or Omissions Exclusion applies whether or not the property or facilities described above are Covered Property under this policy or on or away from a "Scheduled Premises".

But if direct physical loss or direct physical damage to Covered Property by fire, explosion or "Sprinkler Leakage" results, we will pay for the resulting loss or damage caused by that fire, explosion or "Sprinkler Leakage".

b. Workmanship and Repair

We will not pay for the cost of correcting defects in Covered Property, or loss or damage to Covered Property that was caused by, resulting from, or arising out of improper or defective workmanship or repair done on Covered Property by you, your employees, or others working on your behalf.

But if direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property or if Equipment Breakdown coverage is provided under this policy and an Equipment Breakdown Accident ensues to Equipment Breakdown Equipment, we will pay for such ensuing loss or damage.

c. Animals

We will not pay for loss or damage to animals unless caused by a "Specified Cause of Loss". All other loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

d. Collapse

(Related to Earth Movement or Flood)

Collapse, cracking, separating, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral movement or other movement, or other loss or damage to buildings or structures, including concrete or paved surfaces, which would not have occurred but for Earth Movement or Flood.

e. Earth Movement

- (1) Earthquake, meaning a shaking or trembling of the earth's crust, including tremors and aftershocks, resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement, including any related earth sinking, rising or shifting;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine Subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than "Sinkhole Collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other part of buildings or structures. Soil conditions include contraction, expansion, freezing, thawing, erosion, improper compaction of soil and the action of water under the ground surface.

This Exclusion applies regardless of whether any of the above is caused by weather, an act of nature or by an artificial, man-made or other cause.

But if direct physical loss or direct physical damage to Covered Property by fire or explosion results, we will pay for the resulting loss or damage caused by that fire or explosion.

f. Water

- (1) Flood, which means surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man-made body of water from its boundaries, all whether driven by wind or not (including storm surge).
- (2) Mudslide or mudflow, directly or indirectly caused by flooding or the accumulation of water under the ground.
- (3) Water or other material that backs up or overflows from any sewer, septic tank, sump or drain.

- (4) Release of water held by a dam, levee or dike, or by a water or flood control device.

- (5) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.

- (6) Waterborne material or other property carried or otherwise moved by any of the water referred to in Paragraphs (1), (3) or (4), or by mudslide or mudflow.

But if direct physical loss or direct physical damage to Covered Property by fire, explosion or "Sprinkler Leakage" results, we will pay for the resulting loss or damage caused by that fire, explosion or "Sprinkler Leakage".

This Exclusion applies regardless of whether any of the above, in Paragraphs (1) through (6), is caused by weather, an act of nature or by an artificial, man-made or other cause.

g. "Fungus", Wet Rot, Dry Rot, Bacteria or Virus

Presence, growth, proliferation, spread or any activity of "fungus," wet rot, dry rot, bacteria or virus.

But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".

This Exclusion does not apply:

- (1) When "fungus," wet rot, dry rot, bacteria or virus results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage(s) - "Fungus," Wet Rot, Dry Rot, Bacteria or Virus - Limited Coverage with respect to loss or damage by a cause of loss other than fire or lightning.

h. Governmental Action

- (1) Seizure or destruction of property by order of governmental authority.
- (2) But we will pay for direct physical loss or direct physical damage caused by or resulting from acts of destruction ordered by governmental authority

and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

- (3) This Exclusion does not apply to coverage as provided under the Ordinance or Law Additional Coverage(s).

i. Nesting or Infestation

- (1) We will not pay for loss or damage caused by, resulting from, or arising out of nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (2) If direct physical loss or direct physical damage by a Covered Cause of Loss ensues to Covered Property, we will pay only for such ensuing loss or damage.
- (3) This Exclusion does not apply to:
- (a) "Computer Equipment" and "Valuable Papers"; and
 - (b) Accounts Receivable and Fine Arts Additional Coverages.

j. Nuclear Hazard

- (1) Nuclear reaction, nuclear radiation or radioactive contamination, however caused, whether intentional or unintentional. This includes, but is not limited to, the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination or radioactive force.
- (2) When state standard fire policy law requires that we cover any resulting fire damage, we will pay only for the resulting damage caused by that resulting fire. We will pay only the Actual Cash Value for the damaged property. Therefore, we will not pay for any indirect or related loss(es), such as business income, extra expenses, legal liability, or leasehold interest loss(es).

k. Ordinance or Law

- (1) The enforcement of, or compliance with, any ordinance or law:
- (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.

- (2) This Exclusion applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law while in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

l. Pathogenic or Poisonous Biological or Chemical Materials

- (1) The deliberate or intentional dispersal or application of any pathogenic or poisonous biological or chemical materials.
- (2) But if direct physical loss or direct physical damage to Covered Property by fire results, we will pay for the resulting loss or damage caused by that fire.

m. "Pollutants and Contaminants"

- (1) Discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".
- (2) But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".
- (3) This Exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss".
- (4) This Exclusion does not apply to:
- (a) "Computer Equipment" and "Valuable Papers";
 - (b) Accounts Receivable, Business Travel, Exhibitions, Fine Arts and Transit Additional Coverages; or
 - (c) The accidental or malicious application of chemicals to glass that is a part of a building, structure or showcase.

n. Utility Services Interruption

The failure of power, communication, water or other utility service supplied to a "Scheduled Premises" if the failure:

- (1) Originates away from a "Scheduled Premises"; or

- (2) Originates at a "Scheduled Premises", but only if such failure involves equipment used to supply the utility service to the "Scheduled Premises" from a source away from the "Scheduled Premises".

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

Communication services include but are not limited to service relating to internet access or access to any electronic, cellular or satellite network.

But if the failure of power, communication, water or other utility service supplied to the insured premises results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss to Covered Property.

- (3) This Exclusion does not apply to:

- (a) "Valuable Papers",
- (b) Accounts Receivable and Fine Arts Additional Coverages; and
- (c) Coverage provided under the Utility Service Additional Coverage(s).

o. War and Military Action

- (1) War, including undeclared war;
- (2) Hostile or warlike action, in time of peace or war, including action in hindering, combating or defending against an actual or expected attack; by any of the following:
 - (a) Government or sovereign power (including quasi and de facto forms), or by any authority maintaining or using military, naval or air forces;
 - (b) Military, naval or air forces; or
 - (c) An agent of any such government, power, authority or forces.
- (3) Invasion, insurrection, rebellion, revolution, civil war, usurped power, including action in hindering, combating or defending against any such actual or expected event by any government, power, authority, forces or agents described in Paragraph (2)(a)-(c).above.

Exclusions B.1.a. through B.1.o apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially Generated Electrical, Magnetic or Electromagnetic Energy

Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network.

For the purpose of this Exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

But if direct physical loss or direct physical damage to Covered Property by fire results, we will pay for the resulting loss or damage caused by that fire.

b. Accounting Errors

Errors or omissions in accounting, arithmetic, bookkeeping, or billing.

c. Change of Temperature, Dampness or Dryness

- (1) Dampness or dryness of atmosphere; or
- (2) Changes in or extremes of temperature

But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

- (3) This Exclusion does not apply to:

- (a) "Computer Equipment" and "Valuable Papers";
- (b) Accounts Receivable and Fine Arts Additional Coverages; and
- (c) Coverage provided for Spoilage under the Cause of Loss Equipment Breakdown if applicable.

d. Delay, Loss of Use or Loss of Market

We will not pay for loss or damage caused by, resulting from, or arising out of delay, loss of use, or loss of market.

e. Dishonest Acts

Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This Exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to:
 - (a) Acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered; or
 - (b) Property entrusted to carriers for hire.

f. Docks, Piers, Wharves

- (1) Action of water or ice to bulkheads, docks, piers, seawalls, wharves, or property on such structures.
- (2) But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

g. Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment"

Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment" which means:

- (1) A virus, malicious code or similar instruction introduced into or enacted on a computer system (including "Electronic Data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.
- (2) Unauthorized viewing, copying or use of electronic data (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as "Theft";

- (3) Errors, omissions or deficiency in programming, processing or storing "Electronic Data";
- (4) Errors, omissions or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including "Electronic Data");
- (5) Manipulation of your computer system, including "Electronic Data", by any person(s), for the purpose of diverting or destroying "Electronic Data" or causing fraudulent or illegal transfer of any property;
- (6) Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;
- (7) Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "Electronic Data" or the inability to access or properly manipulate the "Electronic Data";
- (8) Complete or substantial failure, disablement or shutdown of the Internet, regardless of the cause;
- (9) The inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

But if direct physical loss or direct physical damage to Covered Property by fire, explosion or "Sprinkler Leakage" results, we will pay for the resulting loss or damage caused by that fire, explosion or "Sprinkler Leakage".

h. Loss Due To By-Products of Production or Processing Operations

- (1) We will not pay for loss or damage to "Scheduled Premises", caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the "Scheduled Premises". This exclusion applies regardless of whether such operations are:
 - (a) Legally permitted or prohibited;
 - (b) Permitted or prohibited under the terms of the lease; or
 - (c) Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- (2) If the loss or damage described in Paragraph (1) results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the business income and/or extra expense forms listed in this policy, or under any other business interruption insurance if provided under this policy.
- (3) The conduct of an insured or tenant production or processing operations will not be considered to be vandalism of the premises regardless of whether such operations are:
 - (a) Legally permitted or prohibited;
 - (b) Permitted or prohibited under the terms of a lease; or
 - (c) Usual to the intended occupancy of the premises.
- i. **Mechanical Breakdown**
Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the direct physical loss or direct physical damage caused by that elevator collision.
- j. **Missing Property**
Disappearance of property when there is no clear evidence to show what happened to it. This would include a shortage disclosed on taking inventory or auditing records. This Exclusion does not apply to property in the custody of a carrier for hire.
- k. **Neglect to Protect Property**
Neglect to use all reasonable means to save and preserve property from further damage at and after time of the direct physical loss or damage.
- l. **Rain, Snow, Ice, Sleet to Property in the Open**
Rain, snow, ice or sleet to personal property while in the open. This Exclusion does not apply to property in the custody of a carrier for hire.
- m. **Settling, Cracking to Buildings or Structures**
 - (1) Settling, cracking, shrinking or expansion of buildings or structures, bridges, roadways, walks, patios or concrete or paved surfaces.

- (2) But if direct physical loss or damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss

n. Smoke (Agricultural or Industrial)

Smoke, vapor or gas from agricultural smudging or industrial operations

o. Steam Explosions

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

p. Testing

- (1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
- (2) An insulation breakdown test of any type of electrical equipment
- (3) But if direct physical loss or damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss"

q. Unauthorized Transfer of Property

Unauthorized transfer of property that has been transferred to any person or to any place outside your premises on the basis of unauthorized instructions.

r. Voluntary Parting

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- 3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.f. But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

- a. Wear and tear, or change in color, texture, or finish;
- b. Rust, corrosion, decay, or deterioration;

- c. Hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- d. Maintenance;
- e. Smog; or
- f. Shrinkage, evaporation, or loss of weight of "Stock".

C. Limitations

The following limitations apply to all policy forms and endorsements:

We will not pay for loss of or damage to property, as described and limited below. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited below.

- 1. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- 2. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- 3. The interior of any building or structure, or personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - a. The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - b. The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- 4. "Theft" of "Electronic Data".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAUSES OF LOSS - EARTHQUAKE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. COVERED CAUSES OF LOSS

When Causes of Loss - Earthquake is added to the Property Choice Coverage Part, Covered Causes of Loss is revised to include for designated "Scheduled Premises" and applicable coverages as indicated in the Property Choice Schedule of Premises and Coverages:

Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground tectonic forces resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement.

All earthquake shocks that occur within any 168-hour period will be deemed to be a single Earthquake occurrence. The expiration of this policy will not reduce the 168-hour period.

B. EXCLUSIONS

1. Earthquake does not apply as a Covered Cause of Loss to the following Additional Coverages, found in the Property Choice Specialized Property Insurance Coverage(s) forms and/or any applicable Business Interruption Additional Coverages Form:
 - a. Dependent Properties;
 - b. Newly Acquired Premises, except as provided by this endorsement;
 - c. Unnamed Premises; or
 - d. Utility Service Interruption.
2. We will not pay for loss or damage caused directly or indirectly by Flood, as defined by the Flood Exclusion found in the Property Choice Covered Causes of Loss and Exclusions Form, even if attributable to an Earthquake.
3. This Coverage does not apply to any Earthquake occurrence that began prior to the inception of this Endorsement.

4. Under this Coverage Part, as set forth under Property Not Covered in the Property Choice Coverage Form to which this endorsement is attached, land is not covered property. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

5. Earthquake coverage as provided by this endorsement does not apply to the following Coverage Forms even if these Coverage Forms are attached to the Property Choice Coverage Part:

- a. Legal Liability - Building Coverage Form, PC 00 30.
- b. Mortgageholders Errors and Omissions Coverage Form, PC 00 40.
- c. 12 Month Business Income and Expense Coverage Form, PC 00 23.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the total amount of loss or damage for all coverages exceeds the applicable Deductible shown in the Property Choice Schedule of Premises and Coverages or by endorsement. We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

D. LIMITS OF INSURANCE

The following is added to section C. Limits of Insurance of the Property Choice Coverage Form

The most we will pay for loss or damage caused by any Earthquake is:

1. The Earthquake "Policy Year" Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages is the

most we will pay for all Earthquake loss or damage that occurs during any one "Policy Year", regardless of the number of premises covered under this policy, or the number of occurrences during the "Policy Year". Any amounts payable under any Coverage or Additional Coverage contained in this Coverage Part do not increase that Limit of Insurance except for Newly Acquired Property, as contained in this endorsement.

2. If two or more Earthquake "Policy Year" limits of Insurance are shown in the Property Choice Schedule of Premises and Coverages, the most we will pay under this policy in total in any one "Policy Year" is the largest Earthquake "Policy Year" limit of insurance even if the loss or damage involves more than one Earthquake "Policy Year" limit of insurance.
3. The Earthquake "Policy Year" Limit of Insurance as stated in the Property Choice Schedule of Premises and Coverages is a part of and is included in the Limit of Insurance which applies to your "Scheduled Premises" as stated in the Property Choice Schedule of Premises and Coverage. The Earthquake "Policy Year" Limit of Insurance is not an additional Limit of Insurance.

4. If a Cause of Loss (such as fire) is covered by means of an exception to the Earth Movement Exclusion, in the Property Choice Covered Causes of Loss and Exclusions Form, we will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most we will pay, for the total of all loss or damage caused by the Earthquake and other Covered Cause of Loss, is the Limit of Insurance applicable to such other Covered Cause of Loss. We will **not** pay the sum of the two Limits.
5. The most we will pay for loss or damage for Newly Acquired Premises under this endorsement is \$250,000 in any one "Policy Year".

Insurance for each newly acquired premise you acquire by purchase or lease will end when any of the following first occurs:

- a. This policy expires;
- b. 180 days expire after you acquire the property;
- c. You report values to us; or
- d. The property is more specifically insured.

We will charge you additional premium for values reported from the date you acquire the property



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAUSES OF LOSS - FLOOD

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. COVERAGE

Flood is added as a Covered Cause of Loss applicable to the coverages provided under the Property Choice Coverage Part as stated in the Property Choice Schedule of Premises and Coverages. This Cause of Loss applies only to "Scheduled Premises" as shown in the Property Choice Schedule of Premises and Coverages.

Flood means:

1. Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not; or
2. Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings.
4. Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in 1. or 3. above regardless of the proximity of the back-up to such conditions.

All flooding in a continuous or protracted event will constitute a single flood.

B. EXCLUSIONS

1. Flood does not apply as a Covered Cause of Loss under the following Additional Coverages found in the Property Choice Specialized Property Insurance Coverages Forms and/or

any applicable Business Interruption Additional Coverage Forms.:

- a. Dependent Properties;
 - b. Newly Acquired Premises, except as provided by this endorsement;
 - c. Unnamed Premises; or
 - d. Utility Service Interruption.
2. The following items of property are not Covered Property under this Endorsement, whether or not they are Covered Property:
 - a. Bulkheads, pilings, seawalls, docks, piers, wharves, retaining walls (whether or not attached to covered buildings), fences, and outdoor swimming pools.
 - b. Open structures located on or partially over water.
 - c. Personal property in the open or in open buildings or structures.
 - d. Underground structures or underground equipment, and those portions of walls, driveways and other paved or poured surfaces outside the foundation walls of a covered structure.
 - e. Structures which are primarily containers and their contents including storage tanks or similar equipment. But we will pay for loss of or damage to silos and grain storage buildings and their contents.
 - f. Any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.* and the Coastal Barrier Improvement Act of 1190, Pub. L. 101-591, 16 U.S.C. 3501 *et seq.*
 3. This Coverage does not apply to any Flood that began before the inception of this insurance.

4. Flood coverage as provided by this endorsement does not apply to the following Coverage Forms even if these Coverage Forms are attached to the Property Choice Coverage Part:
 - a. Legal Liability - Building Coverage Form, PC 00 30
 - b. Mortgageholders Errors and Omissions Coverage Form, PC 00 40.
 - c. Property Choice - 12 Month Business Income and Expense Coverage Form, PC 00 23.
5. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.

C. DEDUCTIBLE

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage for all coverages exceeds the applicable deductible shown in the Property Choice Schedule of Premises and Coverages. This deductible applies to all coverages including but not limited to Business Income and Extra Expense if such coverages are provided under this Coverage Part. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.
2. If an hourly deductible is stated in the Property Choice Schedule of Premises and Coverage as applicable to Flood, then that hourly deductible is the only deductible that will apply to the Business Income loss caused by or resulting from Flood.
3. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
4. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

D. LIMITS OF INSURANCE

1. The Flood "Policy Year" Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages is the most we will pay for all Flood loss or damage that occurs during any one "Policy Year", regardless of the number of premises covered under this policy, or the number of occurrences during the "Policy Year". Any amounts payable under any Coverage or Additional Coverage contained in this Coverage Part do not increase that Limit of Insurance except for Newly Acquired Property, as contained in this endorsement.

2. If two or more Flood "Policy Year" limits of Insurance are shown in the Property Choice Schedule of Premises and Coverages, the most we will pay under this policy in total in any one "Policy Year" is largest Flood "Policy Year" limit of insurance even if the loss or damage involves more than one Flood "Policy Year" limit of insurance.

3. The Flood "Policy Year" Limit of Insurance as stated in the Property Choice Schedule of Premises and Coverages is a part of and is included in the Limit of Insurance which applies to your "Scheduled Premises" as stated in the Property Choice Schedule of Premises and Coverage. The Flood "Policy Year" Limit of Insurance is not an additional Limit of Insurance.

4. In the event of covered ensuing loss, for example, loss caused by fire, explosion or sprinkler leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will not pay the sum of the Fire and Flood Limits.

5. Excess of Loss Limitation

If EXCESS OF LOSS LIMITATION APPLIES is stated in the Property Choice Schedule of Premises and Coverages at a "Scheduled Premises" and if the flood loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Property Choice Schedule of Premises and Coverage.

This provision does not apply to loss which cannot be covered under provisions of the above Act or amendments. If we pay for loss subject to this provision, the benefit of any recovery or salvage on such loss is ours to the extent of our payment.

6. Newly Acquired Premises

The most we will pay for loss or damage for Newly Acquired Premises under this endorsement is \$250,000 which applies to all such loss or damage in any one "Policy Year" regardless of the number of premises covered under this policy, or the number of occurrences during the "Policy Year".

Insurance for each newly acquired property you acquire will end when any of the following first occurs:

- a. This policy expires;
- b. 180 days expire after you acquire the property;
- c. You report values to us; or
- d. The property is more specifically insured.

We will charge you additional premium for values reported from the date you acquire the property.

E. ADDITIONAL COVERAGE- DEBRIS REMOVAL

With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit of Insurance clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

1. We will pay your expense to remove debris of Covered Property and other debris that is on the "Scheduled Premises", when such debris is caused by or results from Flood.

However, we will not pay to remove deposits of mud or earth from the grounds of the "Scheduled Premises".

2. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the "Scheduled Premises" by Flood.
3. This coverage for Debris Removal, as set forth in E.1. and E.2. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property (and if applicable Business Income or Extra Expense) is the Limit of Insurance for Flood that applies to the affected "Scheduled Premises" covered under this endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAUSES OF LOSS - FLOOD

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. COVERAGE

Flood is added as a Covered Cause of Loss applicable to the coverages provided under the Property Choice Coverage Part as stated in the Property Choice Schedule of Premises and Coverages. This Cause of Loss applies only to "Scheduled Premises" as shown in the Property Choice Schedule of Premises and Coverages.

Flood means:

1. Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not; or
2. Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings.
4. Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in 1. or 3. above regardless of the proximity of the back-up to such conditions.

All flooding in a continuous or protracted event will constitute a single flood.

B. EXCLUSIONS

1. Flood does not apply as a Covered Cause of Loss under the following Additional Coverages found in the Property Choice Specialized Property Insurance Coverages Forms and/or

any applicable Business Interruption Additional Coverage Forms. :

- a. Dependent Properties;
 - b. Newly Acquired Premises, except as provided by this endorsement;
 - c. Unnamed Premises; or
 - d. Utility Service Interruption.
2. The following items of property are not Covered Property under this Endorsement, whether or not they are Covered Property:
 - a. Bulkheads, pilings, seawalls, docks, piers, wharves, retaining walls (whether or not attached to covered buildings), fences, and outdoor swimming pools.
 - b. Open structures located on or partially over water.
 - c. Personal property in the open or in open buildings or structures.
 - d. Underground structures or underground equipment, and those portions of walls, driveways and other paved or poured surfaces outside the foundation walls of a covered structure.
 - e. Structures which are primarily containers and their contents including storage tanks or similar equipment. But we will pay for loss of or damage to silos and grain storage buildings and their contents.
 - f. Any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.* and the Coastal Barrier Improvement Act of 1190, Pub. L. 101-591, 16 U.S.C. 3501 *et seq.*
 3. This Coverage does not apply to any Flood that began before the inception of this insurance.

4. Flood coverage as provided by this endorsement does not apply to the following Coverage Forms even if these Coverage Forms are attached to the Property Choice Coverage Part:
 - a. Legal Liability - Building Coverage Form, PC 00 30
 - b. Mortgageholders Errors and Omissions Coverage Form, PC 00 40.
 - c. Property Choice - 12 Month Business Income and Expense Coverage Form, PC 00 23.
5. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.

C. DEDUCTIBLE

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage for all coverages exceeds the applicable deductible shown in the Property Choice Schedule of Premises and Coverages. This deductible applies to all coverages including but not limited to Business Income and Extra Expense if such coverages are provided under this Coverage Part. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.
2. If an hourly deductible is stated in the Property Choice Schedule of Premises and Coverage as applicable to Flood, then that hourly deductible is the only deductible that will apply to the Business Income loss caused by or resulting from Flood.
3. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
4. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

D. LIMITS OF INSURANCE

1. The Flood "Policy Year" Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages is the most we will pay for all Flood loss or damage that occurs during any one "Policy Year", regardless of the number of premises covered under this policy, or the number of occurrences during the "Policy Year". Any amounts payable under any Coverage or Additional Coverage contained in this Coverage Part do not increase that Limit of Insurance except for Newly Acquired Property, as contained in this endorsement.

2. If two or more Flood "Policy Year" Limits of Insurance are shown in the Property Choice Schedule of Premises and Coverages, the most we will pay under this policy in total in any one "Policy Year" is largest Flood "Policy Year" limit of insurance even if the loss or damage involves more than one Flood "Policy Year" limit of insurance.
3. The Flood "Policy Year" Limit of Insurance as stated in the Property Choice Schedule of Premises and Coverages is a part of and is included in the Limit of Insurance which applies to your "Scheduled Premises" as stated in the Property Choice Schedule of Premises and Coverage. The Flood "Policy Year" Limit of Insurance is not an additional Limit of Insurance.
4. In the event of covered ensuing loss, for example, loss caused by fire, explosion or sprinkler leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will not pay the sum of the Fire and Flood Limits.

5. Excess of Loss Limitation

IF EXCESS OF LOSS LIMITATION APPLIES is stated in the Property Choice Schedule of Premises and Coverages at a "Scheduled Premises" and if the flood loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Property Choice Schedule of Premises and Coverage.

This provision does not apply to loss which cannot be covered under provisions of the above Act or amendments. If we pay for loss subject to this provision, the benefit of any recovery or salvage on such loss is ours to the extent of our payment.

6. Newly Acquired Premises

The most we will pay for loss or damage for Newly Acquired Premises under this endorsement is \$250,000 which applies to all such loss or damage in any one "Policy Year" regardless of the number of premises covered under this policy, or the number of occurrences during the "Policy Year".

Insurance for each newly acquired property you acquire will end when any of the following first occurs:

- a. This policy expires;
- b. 180 days expire after you acquire the property;
- c. You report values to us; or
- d. The property is more specifically insured.

We will charge you additional premium for values reported from the date you acquire the property.

E. ADDITIONAL COVERAGE- DEBRIS REMOVAL

With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit of Insurance clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

1. We will pay your expense to remove debris of Covered Property and other debris that is on the "Scheduled Premises", when such debris is caused by or results from Flood.

However, we will not pay to remove deposits of mud or earth from the grounds of the "Scheduled Premises".

2. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the "Scheduled Premises" by Flood.
3. This coverage for Debris Removal, as set forth in E.1. and E.2. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property (and if applicable Business Income or Extra Expense) is the Limit of Insurance for Flood that applies to the affected "Scheduled Premises" covered under this endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - CAUSE OF LOSS - EQUIPMENT BREAKDOWN

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 30 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

A. COVERED CAUSE OF LOSS - EQUIPMENT BREAKDOWN

The definition of Covered Causes of Loss includes Equipment Breakdown Accident to Equipment Breakdown Property, as defined and limited below:

1. Equipment Breakdown

a. Equipment Breakdown Accident means direct physical loss or direct physical damage as follows:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (4) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (5) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

b. Equipment Breakdown Property means property:

- (1) that generates, transmits or utilizes energy, including electronic

communications and data processing equipment; or

- (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Equipment Breakdown Property may utilize conventional design and technology or new or newly commercialized design and technology.

c. The following is not Equipment Breakdown Property:

- (1) Any structure, foundation, cabinet or compartment;
- (2) Any insulating or refractory material;
- (3) Any sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (4) Any draglines, excavation or construction equipment;
- (5) Any equipment manufactured by you for sale;
- (6) Any satellite, or any equipment mounted on a satellite; or
- (7) Any vehicle or any equipment mounted on a vehicle. As used here, vehicle means any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not

limited to, car, truck, bus, trailer, train, aircraft, spacecraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a "Scheduled Premises" and that receives electrical power from an external power source will not be considered a vehicle.

- d. **Limit of Insurance:** The most we will pay in any one Equipment Breakdown Accident to Equipment Breakdown Property is the lesser of the applicable Limit of Insurance for:

- (1) Building and Business Personal Property or Business Interruption as shown in the Property Choice Schedule of Premises and Coverages or
- (2) Equipment Breakdown Limit of Insurance as shown in the Property Choice Schedule of Premises and Coverages.

2. Equipment Breakdown Coverage Extensions

The following Coverage Extensions apply to loss or damage to Covered Property caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property:

a. CFC Refrigerants

We will pay for the additional costs to repair or replace Covered Property beyond what would have been necessary had no refrigerant containing CFC (chlorinated fluorocarbon) substances been involved in the Equipment Breakdown Accident.

The most we will pay for each occurrence of covered loss or damage under this Coverage Extension is the CFC Refrigerants Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages, but not more than the least amount to:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

This Coverage Extension is included within the Covered Property Limit of Insurance.

b. Hazardous Substances

We will pay for the additional costs to repair or replace Covered Property

beyond what would have been necessary had the Equipment Breakdown Accident not caused contamination by a Hazardous Substance. This includes the additional expenses to clean up or dispose of such property.

As used in this Coverage Extension, Hazardous Substance means any substance that has been declared to be hazardous to health by a governmental agency.

The most we will pay for each occurrence of covered loss or damage under this Coverage Extension is the Hazardous Substances Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages.

This Coverage Extension is included within the Covered Property Limit of Insurance.

c. Spoilage

We will pay for your loss of perishable goods due to:

- (1) Spoilage; or
- (2) Contamination caused by the release of refrigerants, including but not limited to ammonia; caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property located at the premises.

We will not pay for loss or damage as a result of your failure to use all reasonable means to protect the perishable goods from damage following an Equipment Breakdown Accident.

We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If you are unable to replace the perishable goods before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the perishable goods at the time of the Equipment Breakdown Accident, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

As used in this Coverage Extension, perishable goods means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

The most we will pay for in any one occurrence under this Coverage Extension is the Causes of Loss Equipment Breakdown Spoilage Limit of Insurance as stated in the Property Choice Schedule of Premises and Coverages.

This is included within the Covered Property Limit of Insurance.

d. Expediting Expenses

(Related to Equipment Breakdown)

(1) In the event of a loss or damage caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property at "Scheduled Premises", "Newly Acquired Premises", and "Unnamed Premises", we will pay for the reasonable and necessary additional expenses you incur to:

- (a) Make temporary repairs;
- (b) Expedite permanent repair or replacement of damaged property; or
- (c) Provide training on replacement machines or equipment.

(2) This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.

(3) The most we will pay under this Coverage Extension is the applicable limit of insurance as shown in Property Choice Schedule of Premises and Coverages - Causes Of Loss - Equipment Breakdown Expediting Expenses. This is an additional amount of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAUSE OF LOSS - ELECTRONIC VANDALISM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. COVERED CAUSE OF LOSS

1. Electronic Vandalism

- a. Electronic Vandalism, as defined and limited below, is added as a Covered Cause of Loss.

- b. Electronic Vandalism means:

- (1) A virus, malicious code or similar instruction introduced into and enacted on a computer system (including "Electronic Data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; or
- (2) Manipulation of your computer system, including "Electronic Data", by any person(s) for the purpose of diverting or destroying "Electronic Data".

whether or not there has been any physical loss or physical damage to "Computer Equipment" or "Electronic Data".

Paragraphs (1) and (5) of Exclusion B.2.g. Electronic Vandalism found in the Property Choice Covered Causes of Loss and Exclusions Form do not apply to the insurance specifically provided under this Endorsement. The other paragraphs of the Electronic Vandalism Exclusion continue to apply.

- c. Paragraph B.3 Limitation - Interruption of Computer Operations found in any Property Choice Business Income Coverage Form, Property Choice Rental Income Coverage Form, or Property Choice Extra Expense Coverage Form

attached to this Coverage Part is deleted and replaced with the following Limitation:

3. Business Income, Rental Income, and Extra Expense Limitation - Network Outage

- a. Coverage for Business Income or Rental Income applies only when a suspension of operations is caused by a network outage, which is an actual and measurable failure, interruption, degradation, suspension or delay in service caused by or resulting from Electronic Vandalism.
- b. Coverage for Extra Expense applies only when the action is taken to reduce, minimize or stop a suspension of operations caused by network outage, which is an actual and measurable failure, interruption, degradation, suspension or delay in service caused by or resulting from Electronic Vandalism.

2. Coverage Extensions

a. Denial of Service - Business Income, Rental Income or Extra Expense

Denial of Service Attack, as defined and limited below, is added as a Covered Cause of Loss with respect to the following coverages, if attached to this Coverage Part: Business Income, Rental Income and Extra Expense. Denial of Service Attack means the malicious direction of a high volume of worthless inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access.

This Coverage applies to Denial of Service Attacks:

- (1) That originate anywhere in the world; and
- (2) Whether or not there has been any physical loss or physical damage to "Electronic Data".
- (3) The most we will pay for the sum of all loss in any one "Policy Year" due to Denial of Service Attack is \$25,000.

b. Good Faith Advertising Expense

- (1) If we make payment for loss or damage caused by or resulting from Denial of Service or Electronic Vandalism as provided under Denial of Service - Business Income, Rental Income or Extra Expense, Electronic Extortion Demand, Electronic Vandalism or Web Site and Internet Services Coverages, we will pay for the reasonable advertising expenses you incur solely to regain customer good faith.
- (2) The most we will pay for the sum of all reasonable advertising expenses under this provision in any one "Policy Year" is \$25,000.

c. Electronic Extortion Demand

- (1) We will reimburse ransom monies paid by you resulting from a covered electronic extortion demand. Ransom monies mean money that you have surrendered to meet an actual electronic extortion demand which is first made during the "Policy Year". Electronic extortion demand means the introduction of malware into your computer system that causes the loss of use of, inability to access, or inability to manipulate electronic data or the non-functionality of any computer processing equipment coupled with a demand of ransom monies for the subsequent removal of the malware from your computer system. All demands for the same malware attack will be deemed to constitute a single electronic extortion demand.
- (2) We will not pay any ransom monies:
 - (a) In connection with any claim for reimbursement for, based upon, arising from or in any way related to any fraudulent, dishonest or criminal acts by you, or any person authorized by you to have custody of ransom monies.

(b) Due to confiscation or expropriation of ransom monies by any governmental authority.

(c) Due to your failure to realize income.

(d) Due to your failure to comply with any of the following Additional Conditions:

i. You shall give oral or written notice of an electronic extortion demand as soon as practicable to us;

ii. You shall make every reasonable effort to notify the police or other law enforcement agency having jurisdiction over such "occurrence" and comply with such agencies' recommendations and instructions;

iii. You shall determine, and aid in determining, that the electronic extortion demand is genuine and has actually occurred;

iv. You shall use all reasonable efforts not to disclose the existence of this Additional Coverage or any payments made hereunder;

v. You shall use all due diligence and do all things reasonably practicable to avoid or diminish any payment; and

vi. You shall furnish to us affirmative proof of payment with full particulars of the loss sustained.

- (3) The most we will pay in total in any one "Policy Year" for all electronic extortion demands regardless of the number of electronic extortion demands made in any one "Policy Year" is \$10,000. This is the only Limit of Insurance that applies to Electronic Extortion Demand.

B. LOSS PAYMENT AND VALUATION

1. In the event of loss or damage to "Electronic Data" caused by or resulting from Electronic Vandalism, we will determine the value of the "Electronic Data" at the actual, reasonable and necessary costs you incur to restore or replace the "Electronic Data".

We will not pay for costs or expenses you incur to:

- a. Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any "Computer Equipment" or computer system;
- b. Update, replace, restore or improve any "Electronic Data" to a level beyond the condition in which it existed immediately preceding the Electronic Vandalism; or
- c. Duplicate research that led to development of your "Electronic Data" or any proprietary or confidential information or intellectual property in any form.

To the extent that "Electronic Data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "Electronic Data" was stored, with blank media of substantially identical type.

If you recover from a licensor, lessor or any other party for loss or damage to "Electronic Data", our loss payment to you will be reduced by the amount of such recovery.

2. In the event of loss or damage to "Computer Equipment" caused by or resulting from Electronic Vandalism, we will determine the value at the valuation basis applicable to Business Personal Property.
3. If the Extra Expense coverage applies and in the event you incur actual, necessary and reasonable Extra Expense, as provided and limited under this Coverage Part, then we will not pay for any of the following:
 - a. Costs or expenses incurred to update or improve any "Computer Equipment" or computer system;
 - b. Costs or expenses incurred to identify or remediate vulnerabilities or errors in any "Computer Equipment" or computer system unrelated to the loss or damage;
 - c. Contractual liability, or the value of, or associated with, any contract including, but not limited to, any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy; or
 - d. Ransom monies to restore the use of, ability to access, or ability to manipulate "Electronic Data" or to restore the functionality of any "Computer Equipment" or computer system, except to the extent covered in the Electronic Extortion Demand Coverage Extension.
4. We will not pay for loss or damage caused by "theft," observation, publication, unauthorized access to or loss of confidentiality of "Electronic Data".

C. LIMIT OF INSURANCE

1. The most we will pay under this endorsement in total for all loss or damage from all "occurrences" during the "Policy Year", regardless of the number of coverages applicable, the number of premises or the number of "occurrences" during the "Policy Year", is the lesser of:
 - a. The Limits of Insurance applicable to Building, Business Personal Property, Business Income or Rental Income and Extra Expense; or
 - b. "Policy Year" Limit of Insurance applicable to Electronic Vandalism shown in the Property Choice Schedule of Premises and Coverages.
2. Any amounts payable under this endorsement, any Coverage, Additional Coverage or Coverage Extension contained in this Coverage Part including, but not limited to, the Cloud Computing Coverage endorsement or the Website and Internet Services Additional Coverage, are included in and do not increase the Electronic Vandalism "Policy Year" Limit of Insurance.
3. This Coverage does not apply to any "occurrence" that first began prior to "Policy Year" or the inception of this Endorsement.

D. DEDUCTIBLE

1. We will not pay for any loss or damage in any one "occurrence" until the amount of loss or damage exceeds the applicable Deductible stated in the Property Choice Schedule of Premises and Coverages. Subject to the "Policy Year" Limit of Insurance, we will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.
2. We will not pay for any Business Income loss or Rental Income loss caused by Electronic Vandalism that you sustain during the 6 hours (unless a different Waiting Period for Electronic Vandalism is indicated in the Property Choice Schedule of Premises and Coverages or by endorsement) that immediately follow the time when you first discovered the Electronic Vandalism. This Waiting Period serves as a deductible. No other deductible applies to Business Income or Rental Income coverage. This Waiting Period does not apply to Extra Expense.
3. As respects the Denial of Service Coverage Extension, we will not pay for any loss of Business Income or Rental Income that you sustain during the 12 hours (unless a different Waiting Period for this Coverage is indicated in the Property Choice Schedule of Premises or Coverages or by endorsement) that

immediately follow the time when you first discovered the Denial of Service Attack. This Waiting Period serves as a deductible. No other deductible applies to Business Income or Rental Income coverage. This Waiting Period does not apply to Extra Expense.

E. DEFINITION

"Occurrence", as used in this endorsement, means:

1. An individual act or event, including any subsequent acts or events arising from, or enabled by, the original act or event; or

2. The combined total of all separate acts or events, whether or not related, or a series of acts or events, whether or not related committed by the same person or entity acting alone or in collusion with other persons or entities during the Policy Period shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOOD CONTAMINATION COSTS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 PROPERTY CHOICE CONDITIONS AND DEFINITIONS for definitions.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

The following Additional Coverage is added:

A. Food Contamination Costs

We will pay the actual loss of Business Income you sustain and Extra Expenses, as defined and limited below, if your business operations are ordered by a governmental authority to be suspended due to the discovery of or the suspicion of food contamination at a "Scheduled Premises" during the policy period.

1. Business Income Coverage begins at the time you were notified by the governmental authority to suspend your business operations at a "Scheduled Premises" and ends when the notification to resume your business operations at that same "Scheduled Premises" is given from the same governmental authority.
2. Food contamination as used in this endorsement means an incidence of food poisoning to one or more of your patrons that is caused by or results from:
 - a. Tainted food you purchased, improperly stored, handled or prepared; or
 - b. A communicable disease that was transmitted by you or one or more of your employees.
3. Governmental authority as used in this endorsement means the entity having jurisdiction over your operations relating to health and hygiene standards necessary to protect the general public.
4. Extra Expense coverage as provided in this endorsement means and is limited to the following costs:
 - a. The cost to clean and sanitize your equipment as required by the governmental authority;

- b. The cost to replace food which is or is suspected of being contaminated; and
- c. The cost of necessary medical tests or inoculations for your employees to prevent the spread of identified or suspected communicable diseases to your patrons through the ingestion of your food product.

- B. The most we will pay under this Additional Coverage for the actual loss of Business Income you sustain and Extra Expenses as defined and limited in this endorsement, regardless of the number of patrons or "Scheduled Premises" involved in any one order by a governmental authority, is \$25,000.

We will not pay:

1. Any fines, penalties or any other costs, levied against you by any governmental authority as the result of the order of suspension due to the discovery of or the suspicion of food contamination at your "Scheduled Premises".
2. Any product recall costs or expenses.
- C. We will pay up to \$2,500 for advertising costs to regain customers following the notification to resume operations at that same "Scheduled Premises" by the governmental authority. Advertising cost coverage ends 30 days after the government authority provides you with the notification to resume your business operations at that same "Scheduled Premises" where the food contamination occurred. This advertising expense is an additional amount of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLOUD COMPUTING COVERAGE

This Endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. Property Choice - Specialized Property Insurance Coverages endorsement is revised as follows:

1. LOSS OF OR DAMAGE TO ELECTRONIC DATA AT CLOUD COMPUTING FACILITY

a. The following is added to Section A. Additional Coverages - Unnamed Premises:

We will pay for loss or damage to your "Electronic Data" caused by or resulting from a Covered Cause of Loss while at a Cloud Computing facility located anywhere in the world. A Cloud Computing facility means a facility operated by a Cloud Computing provider with whom you have a written contract.

b. With respect to the coverage provided under this Cloud Computing provision:

- (1) Unnamed Premises includes the premises of a Web Site, Communications or Internet Services provider.
- (2) The Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.
- (3) This is the only insurance that applies to loss or damage to your "Electronic Data" at Cloud Computing facilities.

2. LIMIT OF INSURANCE

a. The most we will pay for loss or damage in any one occurrence regardless of the types or number of Cloud Computing facilities or Causes of Loss involved is the Limit of Insurance shown in the applicable Property Choice - Specialized Property Insurance Coverages endorsement: Additional Coverage: Unnamed Premises: At all Unnamed Premises: Business Personal Property.

b. Refer to any optional Covered Cause(s) of Loss endorsement that is attached to this Coverage Part for an applicable "Policy Year" Limit of Insurance.

B. If a Limit of Insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Income, Rental Income or Extra Expense Coverage then the following applies:

The Additional Coverage - Unnamed Premises found in the following endorsements:

Property Choice Business Income and Extra Expense - Additional Coverages;

Property Choice Business Income - Additional Coverages;

Property Choice Professional Business Income - Additional Coverages;

Property Choice 12 Month Business Income - Additional Coverages;

Property Choice Rental Income - Additional Coverages; or

Property Choice Extra Expense - Additional Coverages;

is revised as follows:

1. BUSINESS INCOME, RENTAL INCOME OR EXTRA EXPENSE DUE TO LOSS OF OR DAMAGE TO ELECTRONIC DATA AT CLOUD COMPUTING FACILITY

a. The following is added to Additional Coverage - Unnamed Premises:

We will pay for the actual loss of Business Income, Rental Income or Extra Expense you incur, if applicable due to loss or damage to your "Electronic Data", caused by or resulting from a Covered Cause of Loss while at a Cloud Computing facility located anywhere in the world. A Cloud Computing facility means a facility operated by a Cloud Computing provider with whom you have a written contract.

- b. With respect to the coverage provided under this Cloud Computing provision:
- (1) Unnamed Premises includes the premises of a Web Site, Communications or Internet Services provider.
 - (2) The Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.
 - (3) This is the only insurance that applies to the actual loss of Business Income, Rental Income or Extra Expense, if applicable, due to loss or damage to your "Electronic Data" at Cloud Computing facilities.
- c. We will not pay for any loss of Business Income or Rental Income until the necessary interruption of your business operations exceeds 12 hours (unless a different Waiting Period for this Coverage is indicated in the Property Choice Schedule of Premises or

Coverages or by endorsement applicable to Unnamed Premises). We will not pay for any loss of Business Income or Rental Income you sustain in any one occurrence during such time period. This Waiting Period does not apply to Extra Expense.

2. LIMIT OF INSURANCE

- a. The most we will pay for the actual loss of Business Income or Rental Income sustained or Extra Expense incurred in any one occurrence regardless of the types or number of Cloud Computing facilities involved is the Limit of Insurance shown in the applicable Property Choice Business Income or Rental Income or Extra Expense - Additional Coverage - Unnamed Premises.
- b. Refer to any optional Covered Cause(s) of Loss endorsement that is attached to this Coverage Part for an applicable "Policy Year" Limit of Insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD - BUSINESS INCOME WAITING PERIOD

This endorsement modifies insurance under the following:

PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM
PROPERTY CHOICE BUSINESS INCOME COVERAGE FORM
PROPERTY CHOICE PROFESSIONAL BUSINESS INCOME COVERAGE FORM
PROPERTY CHOICE 12 MONTH BUSINESS INCOME COVERAGE FORM
CAUSES OF LOSS - FLOOD

Schedule Information if not stated below, is stated in the Property Choice Schedule of Premises and Coverages

Schedule

Scheduled Premises Number	Waiting Period: Number of Hours

A. The following is added to COVERAGE:

1. Coverage for Business Income will begin after the number of hours as indicated in the above Schedule after the time of direct physical loss or direct physical damage caused by or resulting from Flood at the above Scheduled Premises where the loss or damage occurred.
2. The waiting periods as respects Additional Coverages: Civil Authority, Dependent Properties, Electronic Vandalism, Web Site and Communication Services, Utility Service Interruption are not changed.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

This Endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

The Windstorm or Hail Deductible, as shown in the Property Choice Schedule of Premises and Coverages, and as set forth in this endorsement, applies to covered loss or damage to Covered Property caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for the Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of the Windstorm or Hail occurrence.

With respect to Covered Property at a premises identified in the Property Choice Schedule of Premises and Coverages, no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Causes of Loss - Flood Endorsement, a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings)

under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Property Choice Schedule of Premises and Coverages.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

A. All Policies

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building, that sustains loss or damage;
 - b. The business personal property at each building, at which there is loss or damage to business personal property;
 - c. Business Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
3. When property is covered under the Additional Coverages for Newly Acquired or New Construction at "Scheduled Premises" or Unnamed Premises: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or New Construction at "Scheduled Premises" or Constructed Property is the highest percentage shown in

the Property Choice - Schedule of Premises and Coverages for any "Scheduled Premises".

B. Calculation Of The Deductible - Specific Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (%) (as shown in the Property Choice Schedule of Premises and Coverages) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

C. Calculation Of The Deductible - Blanket Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (%) (as shown in the Property Choice Schedule of Premises and Coverages) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent

Statement of Values on file with us. If the statement of values does not provide the value of each Building and the value of Business Personal Property at each building or premises, we will determine individual values as a part of the total reported values prior to application of the Percentage Deductible.

D. When stated in the Property Choice Schedule of Premises and Coverages, the following is applicable to Property Choice Business Income:

We will only pay for loss you sustain after the first number of consecutive hours indicated in the Property Choice Schedule of Premises and Coverages, after direct physical loss or direct physical damage caused by or resulting from Windstorm or Hail. We will then pay the amount of loss in excess of the Waiting Period up to the Limit of Insurance.

The Percentage Deductible does not apply to the Business Income loss.



QUICK REFERENCE

BUSINESS CRIME

Property Choice Common Crime Coverages Form

-
- | | |
|---|--|
| A. Insuring Agreements | j. Other Insurance |
| B. Additional Coverage – Claim Expense | k. Ownership of Property; Interests Covered |
| C. Limit of Insurance | l. Policy Bridge – Discovery Replacing Loss Sustained |
| D. Deductible | m. Records |
| E. Exclusions | n. Recoveries |
| F. Crime Common Conditions | o. Territory |
| 1. Conditions applicable to all Insuring Agreements | p. Transfer of Your Rights of Recovery Against Others to Us |
| a. Additional Premises or Employees | q. Valuation - Settlement |
| b. Concealment, Misrepresentation or Fraud | 2. Conditions Applicable to Insuring Agreement A.1. Employee Theft. |
| c. Consolidation – Merger or Acquisition | 3. Conditions Applicable to Insuring Agreement A.2. Forgery or Alteration. |
| d. Cooperation | 4. Condition Applicable To Insuring Agreement A.4. Outside the Premises – Theft of Money and Securities. |
| e. Duties in the Event of Loss | 5. Conditions Applicable To Insuring Agreement A.5. Computer Fraud. |
| f. Employee Benefit Plan(s) | |
| g. Extended Period to Discover Loss | |
| h. Joint Insured | |
| i. Legal Action Against Us | |
| | G. Definitions |
-



PROPERTY CHOICE COMMON CRIME COVERAGES FORM (BUSINESS CRIME)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

A. INSURING AGREEMENTS

Coverage is provided under the following INSURING AGREEMENTS for which a corresponding Limit of Insurance is shown in the Property Choice Schedule of Premises and Coverages, or Endorsements and applies to loss which is to your financial detriment and that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Property Choice Declarations or during the period of time provided in the Extended Period To Discover Loss - CRIME COMMON CONDITION F.1.g.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery or Alteration

a. We will pay for loss resulting from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2. a. above, on the basis that it has been forged

or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses you incur and pay in that defense. The amount that we will pay is in addition to the limit of Insurance applicable to this Insuring Agreement.

3. Inside the Premises - Theft of Money and Securities

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premise" resulting from "theft", disappearance or destruction.
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Outside the Premises - Theft of Money and Securities

We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

5. Computer and Funds Transfer Fraud

We will pay for loss of or damage to "money", "securities", and "other property" resulting directly from: the use of any computer to fraudulently cause:

- a. A transfer of that property from inside the "premises" or "banking premises":
 - (1) To a person (other than a "messenger") outside those "premises"; or

(2) To a place outside those "premises".

- b. The loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

6. Money Orders and Counterfeit Paper Currency

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit" paper currency that is acquired during the regular course of business.

7. Deception Fraud

We will pay for loss to "money", "securities" and "other property" when you, or anyone to whom you have entrusted "money", "securities" and "other property", voluntarily parts with such "money", "securities" and "other property" due to any fraudulent scheme, trick, device or false pretense.

B. ADDITIONAL COVERAGE - CLAIM EXPENSE

1. In the event of covered loss or damage we will pay for reasonable expenses incurred by you at our specific request to assist us in:
- a. The investigation of a claim or suit; or
- b. The determination of the amount of loss, such as taking inventory or auditing business records.
2. The most we will pay in any one occurrence is \$10,000. This is an additional amount of insurance.

C. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations, Schedules or Endorsements.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the applicable Deductible Amount shown in the Declarations, Schedules or Endorsements. We will then pay for the amount of loss in excess of the Deductible

amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

E. EXCLUSIONS

1. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

This insurance does not apply to:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members"; whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1. Employee Theft.

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or loss from damage to property. Any Business Income Coverage Form or Extra Expense Coverage Form that is attached to this policy does not apply.
 - (2) Payment of damages of any type for which you are legally liable.
 - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance, except as provided above in Section B.
- ADDITIONAL COVERAGE - CLAIM EXPENSE.**

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action except when covered under insuring Agreement A. 2. Forgery or Alteration.

h. Nuclear Hazard

Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

i. "Pollutants and Contaminants"

We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".

Pollutants and Contaminants as used in this exclusion means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War and Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

2. ADDITIONAL EXCLUSIONS APPLICABLE TO EMPLOYEE THEFT

Insuring agreement A.1. Employee Theft does not apply to:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit or loss computation.

However, were you to establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount claimed.

b. Trading

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

3. ADDITIONAL EXCLUSIONS APPLICABLE TO A.3. INSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES - AND A.4. OUTSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES

Insuring Agreements A.3. Inside the Premises - Theft of Money and Securities - and A.4. Outside the Premises - Theft of Money and Securities, do not apply to:

a. Accounting Or Arithmetic Errors Or Omissions

Loss resulting from accounting or accounting or arithmetical errors or omissions.

b. Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

Quick Reference Commercial Auto Coverage Part Business Auto Coverage Form



READ YOUR POLICY CAREFULLY

BUSINESS AUTO COVERAGE FORM DECLARATIONS

- o Named Insured And Address
- o Coverages, Covered Autos And Limits Of Insurance
- o Rating Exposures, Rates And Estimated Premium

BUSINESS AUTO COVERAGE FORM

Beginning on Page

PREAMBLE

- o Definitions of "You" and "We" 1

SECTION I - Covered Autos

- o Description of Covered Auto Designation
Symbols 1
- o Owned Autos You Acquire After the Policy
Begins 2
- o Certain Trailers, Mobile Equipment And
Temporary Substitute Autos 2

SECTION II - Liability Coverage

- o Coverage 2
- o Who Is An Insured 2
- o Coverage Extensions
 - Supplementary Payments 3
 - Out of State Coverage Extensions 3
- o Exclusions 3
- o Limit of Insurance 5

SECTION III - Physical Damage Coverage

- o Coverage 5
- o Exclusions 6
- o Limit of Insurance 7
- o Deductible 7

Beginning on Page

SECTION IV - Business Auto Conditions

- o Loss Conditions
 - Appraisal For Physical Damage Loss 7
 - Duties in The Event of Accident, Claim,
Suit or Loss 7
 - Legal Action Against Us 8
 - Loss Payment - Physical Damage
Coverages 8
 - Transfer Of Rights Of Recovery Against
Others To Us 8
- o General Conditions
 - Bankruptcy 8
 - Concealment, Misrepresentation Or Fraud ... 8
 - Liberalization 8
 - No Benefit To Bailee - Physical Damage
Coverages 8
 - Other Insurance 8
 - Premium Audit 9
 - Policy Period, Coverage Territory 9
 - Two Or More Coverage Forms Or Policies
Issued By Us 9

SECTION V - Definitions 9

- C. The following is added to any provision which uses the term **Actual Cash Value**:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

- A. The TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, any one having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage will remain in effect as provided in 1. or 2. below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date: or
2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

- B. The following is added to the CLAIM SETTLEMENT** Condition and supersedes any provision to the contrary:

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a. Accept your claim;
- b. Deny your claim; or
- c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

- A. The following clause is added to the Additional Coverage of **CLAIM EXPENSES** in Property Choice Coverage Form:
- Deductible:** No deductible applies to this Coverage.
- B. The Additional Coverage of **INFLATION GUARD** in Property Choice Coverage Form, does not apply to "stock".
- C. The following exclusion and related provisions are added:
1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
 2. However, this exclusion will not apply to deny payment to a co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of domestic violence.
 3. If we pay a claim pursuant to Paragraph C.2., our payment to the insured is limited to that insured's insurable interest in the property. In no event will we pay more than the Limit of Insurance.
- D. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us (Subrogation)** Condition:
- If we pay a co-insured for loss arising out of an act of domestic violence by another insured, the rights of the co-insured, who did not cooperate in or contribute to the creation of the loss, to recover damages from the perpetrator of domestic violence are transferred to us to the extent of our payment. Following the loss, the co-insured who did not cooperate in or contribute to the loss may not waive such rights to recover against the perpetrator of domestic violence.
- E. If this Property Choice Coverage Part includes Business Crime Coverages, the definition of "employee" is amended to include the following:
1. Spouse or party to a civil union recognized under New Jersey law; and
 2. Children over 18 years old;

who reside with any "employee" who is a building manager, superintendent or janitor.

Each such family is considered to be, collectively, one "employee" for the purposes of this insurance, except that any Termination Condition applies individually to the spouse or party to a civil union, and children.

To the extent that the Concealment, Misrepresentation Or Fraud Condition conflicts with the provisions of Paragraph C.2. above, the provisions of C.2. will apply.

G. The following definitions are added with respect to the coverage provided under this endorsement:

1. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

3. "Primary structural system" means an assemblage of "primary structural members".

H. POLLUTANTS

The Property Choice Conditions and Definitions form is revised as follows:

Item C. DEFINITIONS, 7. "Pollutants and Contaminants" is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy; except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

If we deny your claim for Sinkhole Loss without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is sinkhole loss, we will reimburse you for the testing costs.

You may not accept a rebate from any person performing repairs for Sinkhole Loss covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.

If we deny your claim for Sinkhole Loss upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no sinkhole loss or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay such reimbursement unless you requested the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.

As a precondition to accepting payment for sinkhole loss, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.

Catastrophic Ground Cover Collapse as used in this coverage part means a loss or damage to Covered Property from geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. "Structural damage" to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement Exclusion does not apply to coverage for Catastrophic Ground Cover Collapse.

F. The following provisions are added to the Your General Duties In Event of Loss Condition:

- (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim, or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

C. The following replaces Paragraph b. of the LEGAL ACTION AGAINST US Condition:

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

D. The following provision applies when Co-insurance Condition is shown in the Schedule of Premises and Coverages:

Florida law states as follows:

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

E. Sinkhole And Catastrophic Ground Collapse

The following is added to this Coverage Part as a Covered Cause of Loss. In the Property Choice Covered Causes of Loss and Exclusions Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss".

Sinkhole Loss, meaning loss or damage to Covered Property when "structural damage" to the covered building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for your Sinkhole Loss. After you have entered into such contract, we will pay the amounts necessary to begin and perform such

repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to your entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable Limit of Insurance, we must either complete the recommended repairs or pay that Limit of Insurance upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

The stabilization and all other repairs to the Covered Property must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

1. There is a mutual agreement between you and us;
2. The claim is involved with the neutral evaluation process;
3. The claim is in litigation; or
4. The claim is under appraisal or mediation.

Sinkhole Loss does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

The Earth Movement Exclusion does not apply to coverage for Sinkhole Loss.

With respect to a claim for alleged Sinkhole Loss, the following provisions are added:

A claim for Sinkhole Loss, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the Sinkhole Loss.

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation procedure set forth elsewhere in this policy, but does not invalidate the Appraisal Condition.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. The CLAIM SETTLEMENT Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following: Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn statement of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn state of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 90 days of receiving notice of an initial, reopened, or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or
- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

B. Windstorm Exterior Paint And Waterproofing Exclusion

This additional exclusion applies if loss or damage to Covered Property is caused by or results from Windstorm in the following:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intra coastal Waterway in the counties of:
 - a. Indian River; and
 - b. St. Lucie.

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

113 destroyed or damaged. The insured, as often as may be reason-
114 ably required, shall exhibit to any person designated by the
115 Company all that remains of any property herein described, and
116 submit to examinations under oath by any person named by this
117 Company, and subscribe the same; and, as often as may be
118 reasonably required, shall produce for examination all books of
119 accounts, bills, invoices and other vouchers, or certified copies
120 thereof if originals be lost, at such reasonable time and place as
121 may be designated by this Company or its representative, and
122 shall permit extracts and copies thereof to be made.

123 **Appraisal.** In case the insured and this Company shall
124 fail to agree as to the actual cash value or
125 the amount of loss, then, on the written demand of either, each
126 shall select a competent and disinterested appraiser and notify
127 the other of the appraiser selected within twenty days of such
128 demand. The appraisers shall first select a competent and dis-
129 interested umpire; and failing for fifteen days to agree upon
130 such umpire, then, on request of the insured or this Company,
131 such umpire shall be selected by a judge of a court of record in
132 the state in which the property covered is located. The ap-
133 praisers shall then appraise the loss, stating separately actual
134 cash value and loss to each item; and, failing to agree, shall
135 submit their differences, only, to the umpire. An award in writ-
136 ing, so itemized, of any two when filed with this Company shall
137 determine the amount of actual cash value and loss. Each
138 appraiser shall be paid by the party selecting him and the ex-
139 penses of appraisal and umpire shall be paid by the parties
140 equally.

141 **Company's** It shall be optional with this Company to
142 **Options.** take all, or any part, of the property at the
143 agreed or appraised value, and also to re-
144 pair, rebuild or replace the property destroyed or damaged with
145 other of like kind and quality within a reasonable time, on giv-
146 ing notice of its intention so to do within thirty days after the
147 receipt of the proof of loss herein required.

148 **Abandonment.** There can be no abandonment to this Com-
149 pany of any property.

150 **When Loss** The amount of a loss for which this Company
151 **Payable.** may be liable shall be payable sixty days
152 after proof of loss, as herein provided is
153 received by this Company and ascertainment of the loss is made
154 either by agreement between the insured and this Company ex-
155 pressed in writing or by the filing with this Company of an
156 award as herein provided.

157 **Suit.** No suit or action on this policy for the recov-
158 ery of any claim shall be sustainable in any
159 court of law or equity unless all the requirements of this policy
160 shall have been complied with, and unless commenced within
161 twelve months next after inception of the loss.

162 **Subrogation.** This Company may require from the insured
163 an assignment of all right of recovery against
164 any party for loss to the extent that payment therefor is made
165 by this Company.

STATE EXCEPTION:

NORTH CAROLINA: The words "Twelve months" in line 161 are changed to "three years".

56 **Cancellation** This policy shall be cancelled at any time
57 **Of Policy.** at the request of the insured, in which case
58 this Company shall, upon demand and sur-
59 render of this policy, refund the excess of paid premium above
60 the customary short rates for the expired time. This pol-
61 icy may be cancelled at any time by this Company by giving
62 to the insured a five days' written notice of cancellation with
63 or without tender of the excess of paid premium above the pro
64 rata premium for the expired time, which excess, if not ten-
65 dered, shall be refunded on demand. Notice of cancellation shall
66 state that excess premium (if not tendered) will be re-
67 funded on demand.

68 **Mortgagee** If loss hereunder is made payable, in whole
69 **Interests And** or in part, to a designated mortgagee not
70 **Obligations.** named herein as the insured, such interest in
71 this policy may be cancelled by giving to such
72 mortgagee a ten days' written notice of can-
73 cellation.

74 If the insured fails to render proof of loss such mortgagee, upon
75 notice, shall render proof of loss in the form herein specified
76 within sixty (60) days thereafter and shall be subject to the pro-
77 visions hereof relating to appraisal and time of payment and of
78 bringing suit. If this Company shall claim that no liability ex-
79 isted as to the mortgagor or owner, it shall, to the extent of pay-
80 ment of loss to the mortgagee, be subrogated to all the mort-
81 gagee's rights of recovery, but without impairing mortgagee's
82 right to sue; or it may pay off the mortgage debt and require
83 an assignment thereof and of the mortgage. Other provisions
84 relating to the interests and obligations of such mortgagees may
85 be added hereto by agreement in writing.

86 **Pro Rata Liability.** This Company shall not be liable for a
87 proportion of any loss than the amount
88 hereby insured shall bear to the whole insurance covering the
89 property against the peril involved, whether collectible or not.

90 **Requirements In The** insured shall give immediate written
91 **Case Loss Occurs.** notice to this Company of any loss,
92 the property from further damage, forthwith
93 separate the damaged and undamaged personal property, put
94 it in the best possible order, furnish a complete inventory of
95 the destroyed, damaged and undamaged property, showing in
96 detail quantities, costs, actual cash value and amount of loss
97 claimed; and within sixty days after the loss, unless such time
98 is extended in writing by this Company, the insured shall render
99 to this Company a proof of loss, signed and sworn to by the
100 insured, stating the knowledge and belief of the insured as to
101 the following: the time and origin of the loss, the interest of the
102 insured and of all others in the property, the actual cash value of
103 each item thereof and the amount of loss thereto, all encum-
104 brances thereon, all other contracts or insurance, whether valid
105 or not, covering any of said property, any changes in the title,
106 use, occupation, location, possession or exposures of said prop-
107 erty since the issuing of this policy, by whom and for what
108 purpose any building herein described and the several parts
109 thereof were occupied at the time of loss and whether or not it
110 then stood on leased ground, and shall furnish a copy of all the
111 descriptions and schedules in all policies and, if required, verified
112 plans and specifications of any building, fixtures or machinery

1 **Concealment,** This entire policy shall be void if, whether
2 **Fraud.** before or after a loss, the insured has wil-
3 fully concealed or misrepresented any ma-
4 terial fact or circumstance concerning this insurance or the
5 subject thereof, or the interest of the insured therein, or in case
6 of any fraud or false swearing by the insured relating thereto.
7 **Uninsurable** This policy shall not cover accounts, bills,
8 **And** currency, deeds, evidences of debt, money or
9 **Excepted Property.** securities; nor, unless specifically
10 hereon in writing, bullion or manuscripts.
11 **Perils Not** This Company shall not be liable for loss by
12 **Included.** fire or other perils insured against in this
13 policy caused, directly or indirectly, by: (a)
14 enemy attack by armed forces, including action taken by mili-
15 tary, naval or air forces in resisting an actual or an immediately
16 impending enemy attack; (b) invasion; (c) insurrection; (d)
17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
18 order of any civil authority except acts of destruction at the time
19 of and for the purpose of preventing the spread of fire, provided
20 that such fire did not originate from any of the perils excluded
21 by this policy; (i) neglect of the insured to use all reasonable
22 means to save and preserve the property at and after a loss, or
23 when the property is endangered by fire in neighboring prem-
24 ises; (j) nor shall this Company be liable for loss by theft.
25 **Other Insurance.** Other insurance may be prohibited or the
26 amount of insurance may be limited by en-
27 dorsement attached hereto.
28 **Conditions suspending or restricting insurance.** Unless
29 otherwise provided in writing added hereto this Company
30 shall not be liable for loss occurring:
31 (a) while the hazard is increased by any means within the con-
32 trol or knowledge of the insured; or
33 (b) while a described building, whether intended for occupancy
34 by owner or tenant, is vacant or unoccupied beyond a period of
35 sixty consecutive days; or
36 (c) as a result of explosion or riot, unless fire ensues, and in
37 that event for loss by fire only.
38 **Other Perils** Any other peril to be insured against or sub-
39 **Or Subjects.** ject of insurance to be covered in this policy
40 shall be by endorsement in writing hereon or
41 added hereto.
42 **Added Provisions.** The extent of the application of
43 under this policy and of the contribution to
44 be made by this Company in case of loss, and any other pro-
45 vision or agreement not inconsistent with the provisions of this
46 policy, may be provided for in writing added hereto, but no pro-
47 vision may be waived except such as by the terms of this policy
48 is subject to change.
49 **Waiver** No permission affecting this insurance shall
50 **Of Provisions.** exist, or waiver of any provision be valid,
51 unless granted herein or expressed in writing
52 added hereto. No provision, stipulation or forfeiture shall be
53 held to be waived by any requirement or proceeding on the part
54 of this Company relating to appraisal or to any examination
55 provided for herein.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STANDARD FIRE POLICY PROVISIONS

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART PROPERTY CHOICE POLICY

The provisions of the Standard Fire Policy are stated below. **State law still requires that they be attached to all policies.** If any conditions of this form are construed to be more liberal than any other policy conditions relating to the perils of fire, lightning or removal, the conditions of this form will apply.

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO, AND OF THE PREMIUM SPECIFIED in the Declarations or in endorsements made a part hereof, this Company, for the term of years specified in the Declarations from inception date shown in the Declarations to expiration date shown in the Declarations, to an amount not exceeding the limit of liability specified in the Declarations, does insure the Insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES AND ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described in the Declarations while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. The CANCELLATION Common Policy Conditions are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed

substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be canceled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the reasons for cancellation.

10. "Funds" means "money" and "securities".
11. "Manager" means a person serving in a directorial capacity for a limited liability company.
12. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
13. "Messenger" means you, or a relative of yours, or any partners or "members", or any "employee" while having care custody of property outside the "premises".
14. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, registered checks and money orders held for sale to the public.
15. "Occurrence" means:
 - a. Under Insuring Agreement A.1. Employee Theft:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the declarations, before such Policy Period or both.
 - b. Under Insuring Agreement A.2. Forgery or Alteration:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - c. Under All Other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy Period shown in the Declarations, before such Policy Period or both.
16. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property excluded under this insurance
17. "Premises" means the interior of that portion of any building you occupy in conducting your business.
18. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".
19. "Theft" means the unlawful taking of "money", "securities", or "other property" to the deprivation of the Insured.
20. "Transfer Account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Insuring Agreement A.2. Forgery or Alteration) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
21. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

6. "Employee":

a. "Employee" means:

- (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
- (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any Natural person who is:
 - (a) A trustee, officer, employee, administrator or manager who is an independent contractor, of any "employee benefit plan; and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan;
- (5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

(7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

(8) Any of your "managers", directors or trustees while:

- (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.

7. "Employee benefit plan(s)" means any welfare or pension benefit plan shown in the Declarations, Schedules or endorsements, that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

8. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

9. "Fraudulent instruction" means:

- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- b. A written instruction (other than those described in Insuring Agreement A.2. **Forgery or Alteration**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- c. An electronic, telegraphic, cable, teletype, telefacsimile or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.n. for a period of not more than 90 days.

3. Conditions Applicable to Insuring Agreement A.2. Forgery or Alteration:

a. Deductible Amount

The Deductible amount does not apply to legal expenses paid under Insuring Agreement A.2. Forgery or Alteration.

b. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition E.1.n. does not apply to Insuring Agreement A.2. Forgery or Alteration.

4. Condition Applicable to Insuring Agreement A.4. Outside the Premises - Theft of Money and Securities

Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.5. Computer and Funds Transfer Fraud

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. COMMON CRIME CONDITION - Territory - F.1.o. does not apply to Insuring Agreement A.5.

6. Conditions Applicable To Insuring Agreement A.7. Deception Fraud

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. COMMON CRIME CONDITION - Territory - F.1.o. does not apply to Insuring Agreement A.7.

G. Definitions

1. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Client" means any entity for whom you perform services under a written agreement.
3. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

p. **Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

q. **Valuation - Settlement**

(1) **Subject to Section B. Limit of Insurance**, we will pay for:

(a) **Loss of "Money"** but only up to and including its face value. We may, at our option; pay for loss of "Money" issued by any country other than the United States of America:

(i) At face value of the "Money" issued by that country; or

(ii) In the United States of America— dollar— equivalent— determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.

(b) **Loss of "Securities"** but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(i) Pay the value of such "Securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "Securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "Securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Value of the "Securities" at the close of business on the day the loss was discovered; or

ii. Limit of Insurance.

(c) **Loss of or damage to "other property"** for the replacement cost of the property without deduction for depreciation as of the time of loss. However, we will not pay

more than the least of the following:

(i) The Limit of Insurance applicable to the lost or damaged property;

(ii) The cost to replace the lost or damaged property with other property of comparable material and quality and used for the same purpose; or

(iii) The amount you actually spent that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We may, at our option, pay for loss of, or loss from damage to, property other than "Money":

(a) In the "Money" of the country in which the loss occurred; or

(b) In the United States of America dollar equivalent of the "Money" of the country in which the loss occurred determined by the rate of exchange published in the Wall Street Journal on the day the loss was discovered.

(3) Any property that we pay for or replace becomes our property.

2. **Conditions Applicable to Insuring Agreement A.1. Employee Theft**

a. **Termination As To Any Employee**

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(ii) The Deductible Amount shown in the Declarations, Schedules or Endorsements;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, Schedules or Endorsements, by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

k. Ownership of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) For which you are legally liable, except for property inside a premises of a "client" of yours.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

l. Policy Bridge - Discovery Replacing Loss Sustained

(1) If this insurance replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance

and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations, Schedules or Endorsements.

We will not apply the Deductible Amount shown in the Declarations, Schedules or Endorsements to this excess loss.

(2) The Other Insurance Condition F.1. j. does not apply to this Condition.

m. Records

You must keep records of all Covered Property so we can verify the amount of any loss.

n. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

o. Territory

This insurance covers acts committed or events occurring within the United States of America (including its territories and possessions), Puerto Rico and Canada.

(b) of commingled "funds" or "other property" of two or more Plans;

that arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limits of Insurance of all plans sustaining loss.

- (6) The Deductible Amount applicable to Insuring agreement A.1. **Employee Theft** does not apply to loss sustained by any "employee benefit plan(s)".

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 60 days from the date of that cancellation or expiration. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "Employee" of any Insured is considered to be an "Employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
- (a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon

the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations, Schedules or Endorsements bears to the total limit of all insurance covering the same loss.

- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Property Choice Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Consolidation - Merger or Acquisition

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons who become "Employees" or you acquire the use and control of any additional premises:

- (1) You must give us written notice and obtain our written consent to extend this insurance to such additional "employees" or "premises". We may condition our consent upon payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties in the Event of Loss

After you discover a loss or a situation that may result in loss of or damage to

"money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreements A.1. Employee Theft or A.2. Forgery or Alteration) involves a violation of a law you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days from when we request the information.
- (5) Cooperate with us in the investigation and settlement of any claim.

f. Employee Benefit Plan(s)

- (1) The "employee benefit plan(s)" shown in the Declarations, Schedules or endorsements are included as Insureds under Insuring agreement A.1. Employee Theft.
- (2) If any "employee benefit plan(s)" is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement A.1. Employee Theft that is sufficient to provide a limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- (3) With respect to losses sustained or "discovered" by any such Plan, Insuring Agreement A.1. Employee Theft is replaced by the following:
We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- (4) If the first Named Insured is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
 - (a) Sustained by two or more Plans;
or

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer or Surrender Of Property

(1) Loss of or damage to property that has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do bodily harm to any person; or

(c) As a result of a threat to do damage to any property; or

(d) As a result of a threat to introduce a denial of service attack into your computer system; or

(e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system; or

(f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or

(g) As a result of a threat to disseminate, divulge or utilize:

(i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.4. Outside the Premises - Theft of Money and Securities** to loss of "money", or "securities" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting of Title to or Possession of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. ADDITIONAL EXCLUSIONS APPLICABLE TO COMPUTER AND FUNDS TRANSFER FRAUD

Insuring Agreement **A.5. Computer and Funds Transfer Fraud** does not apply to:

a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit or loss computation.

5. ADDITIONAL EXCLUSIONS APPLICABLE TO DECEPTION FRAUD

Insuring Agreement **A.7. Deception Fraud** does not cover:

Loss of "money", "securities" and "other property" when the person committing the fraudulent scheme, trick, device or false pretense is an "employee".

F. CRIME COMMON CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions:

1. Conditions applicable to all Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

(1) Professional health care services such as:

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b) Any health or therapeutic service, treatment, advice or instruction; or
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
 - d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
 - e. **Incidental Medical Malpractice And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION - AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Paragraph h. is added to the definition of "Personal and advertising injury" as follows:

- h. Discrimination that results in humiliation or other injury to the feelings or reputation of a natural person, provided that such discrimination is not committed by or at your direction, or the direction of any partner, member, manager, "executive officer", director, stockholder or trustee of the insured.

\$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of Terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, Pollution Exclusion, or War Exclusion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
DATA BREACH COVERAGE FORM
EDUCATORS PROFESSIONAL CHOICE POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIBRARY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTER'S ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
PRODUCT RECALL EXPENSE COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA) exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability For Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(f) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS - BROAD FORM)
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS)

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph g.(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment,

training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph g.(2) does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and
 - (ii) Not being used to carry persons for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e) "Bodily injury" or "property damage" arising out of:
 - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement" or on "your web site", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or

- (2) Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement".

2. Exclusions k. - Electronic Chatrooms Or Bulletin Boards does not apply.
3. Subparagraphs (1), (2) and (3) of Exclusion p. - Internet Advertisements And Content Of Others do not apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBERFLEX AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement broadens coverage for "your web site" or internet-related activities.

A. Section V - Definitions is changed as follows:

1. Definition Of Advertisement - Internet

The following is added to Paragraph a. of the definition of "advertisement":

"Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (6) The Internet;

2. Definition of Personal And Advertising Injury

a. Your Web Site

Paragraphs f. and g. of the definition of "personal and advertising injury" are replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

f. Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement" or on "your web site".

b. Publication By Those With Unauthorized Access

The following is added to the definition of "personal and advertising injury":

As used in this definition, oral, written or electronic publication includes publication of material in your care,

custody or control by someone not authorized to access or distribute that material.

3. Definition of Your Web Site

The following definition is added:

"Your web site" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purpose of promoting your business or promoting your goods, products or services, that is accessible over an internet.

B. Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability is amended as follows:

1. Exclusions f., g. and i. are replaced by the following:

f. Breach Of Contract

"Personal and advertising injury" arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site";

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site";

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade



QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART OCCURRENCE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business and Location
Coverages and Limits of Insurance

Beginning on Page

SECTION I - COVERAGES

Coverage A -	Insuring Agreement	1
Bodily Injury		
and Property	Exclusions	2
Damage Liability		
Coverage B -	Insuring Agreement	5
Personal and		
Advertising	Exclusions	6
Injury Liability		
Coverage C -	Insuring Agreement	7
Medical Payments	Exclusions	8
Supplementary Payments Coverages A And B		8

SECTION II - WHO IS AN INSURED	9
--------------------------------------	---

SECTION III - LIMITS OF INSURANCE	12
---	----

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS	13
--	----

Bankruptcy	13
Duties in The Event Of Occurrence, Offense, Claim or Suit	13
Legal Action Against Us	13
Other Insurance	14
Premium Audit	15
Representations	15
Separation of Insureds	15
Transfer of Rights of Recovery Against Others To Us	15
When We Do Not Renew	15

SECTION V - DEFINITIONS	15
-------------------------------	----

COMMON POLICY CONDITIONS

Cancellation
Changes
Examination of Your Books and Records
Inspections and Surveys
Premiums
Transfer of Your Rights and Duties under this Policy

ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY COVERAGE PRIVATE PASSENGER TYPE AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Section I

- A. The **BUSINESS AUTO COVERAGE FORM** is changed as follows:

For **LIABILITY COVERAGE** for "private passenger type autos", paragraph a. of the **POLLUTION EXCLUSION** applies only to liability assumed under a contract or agreement.

- B. The **MOTOR CARRIER COVERAGE FORM** is changed as follows:

For **LIABILITY COVERAGE** for "private passenger type autos", paragraph a. of the **POLLUTION EXCLUSION** applies only to liability assumed under a contract or agreement.

- C. The **AUTO DEALER COVERAGE FORM** is changed as follows:

For **LIABILITY COVERAGE** for "private passenger type autos", paragraph a. of the **POLLUTION EXCLUSION APPLICABLE TO "AUTO DEALER OPERATIONS" - COVERED "AUTOS"** applies only to liability assumed under a contract or agreement.

Section II

The following is added to the **DEFINITIONS** Section:

"Private passenger type auto" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes. If you are an individual, business purposes does not include farming or ranching.

2. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

- Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

b. Conformity Clause

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then whenever an "auto" insured under your "customer's private passenger automobile insurance policy" is being transported, serviced, repaired or inspected by you or your "employee":

(1) The provisions of the:

- (a)** Covered Autos Liability, but only with respect to damages because of "bodily injury";
- (b)** Comprehensive Coverage;
- (c)** Specified Cause Of Loss Coverage; and/or
- (d)** Collision Coverage;

provided by this Coverage Form are hereby amended to conform to 40 Pa. Stat. Ann. § 991.2007a; and

- (2)** Pursuant to 40 Pa. Stat. Ann. § 991.2007a, the Limits Of Insurance provided in the Schedule or in the Declarations are hereby increased as needed to an amount equal to the:

- (a)** Applicable limit(s);
- (b)** Actual cash value; and/or
- (c)** Amount necessary to repair or replace the property with other property of like kind and quality; set forth in the "customer's private passenger automobile insurance policy".

C. Changes In Definitions

For motor vehicle dealers as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, the following definition is added:

"Customer's private passenger automobile insurance policy" means a private passenger automobile insurance policy that:

- 1.** Is currently in effect; and
- 2.** Lists an "auto" owned by your customer or a "customer's auto" in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following is added to Paragraph 2.a. Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. Paragraph 2.b.(5) of the Duties In The Event Of An Accident, Claim, Suit Or Loss Condition is replaced by the following:

(5) After we show good cause, submit to examination at our expense, by physicians of our choice.

2. The following is added to Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

3. The following paragraph is added to the Other Insurance Condition:

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then:

- a. For any "auto" you own, which is loaned to a customer as a temporary substitute for an "auto" insured under a "customer's private passenger automobile insurance policy" which is out of use because it is being transported, serviced, repaired or

inspected, Covered Autos Liability, but only with respect to damages because of "bodily injury" and Physical Damage Coverage provided by this Coverage Form shall be excess in the event of an "accident" or "loss".

- b. For any "auto" insured under your "customer's private passenger automobile insurance policy", while it is being transported, serviced, repaired or inspected by you or your "employee":

(1) Covered Autos Liability, but only with respect to damages because of "bodily injury";

(2) Comprehensive Coverage;

(3) Specified Cause Of Loss Coverage; and/or

(4) Collision Coverage;

provided by this Coverage Form shall be primary in the event of an "accident" or "loss".

4. The following is added to Paragraph B. General Conditions:

a. Constitutionality Clause

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law. In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

c. Where there is applicable insurance available under the first priority:

(1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and

(2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

d. If two or more Coverage Forms or policies have equal priority:

(1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;

(2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim.

5. The following condition is added:

Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

4. "Motor vehicle" means a vehicle which is self-propelled, except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

2. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle".
- c. Paragraph 2.b. above of this condition does not apply if, within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle":
 - (1) We or the "insured" has made a written demand for arbitration in accordance with the provisions of this endorsement; or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations.

In the event that the four-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law.
2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
3. Punitive or exemplary damages.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law.

E. Changes In Conditions

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage – Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form** are changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE - NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HARVEST RESTAURANT HOLDINGS LLC

Endorsement Effective Date: 02/25/20

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:

- a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
- b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
 2. "Occupying" means in, upon, getting in, on, out or off.
 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident".
 - b. For which an insuring or bonding company:
 - (1) Denies coverage;
 - (2) Is or becomes insolvent; or
 - (3) Is or becomes involved in insolvency proceedings.
- c. For which neither the driver nor owner can be identified. The vehicle or "trailer" must:
 - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.
- However, an "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
 - b. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled, except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

2. **Legal Action Against Us** is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle". However, this Paragraph b. does not apply to an "insured" if, within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle", we or the "insured" has made a written demand for arbitration in accordance with the provisions of this endorsement.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

4. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".
- c. Where there is applicable insurance available under the first priority:
- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".
- d. If two or more Coverage Forms or policies have equal priority:
- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Covered Autos Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law.

E. Changes In Conditions

The Conditions are changed for Pennsylvania Uninsured Motorists Coverage – Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA UNINSURED MOTORISTS COVERAGE - NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HARVEST RESTAURANT HOLDINGS LLC

Endorsement Effective Date: 02/25/20

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

Priorities Of Policies

We will pay First-party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First	The insurer providing benefits to the "insured" as a named insured.
Second	The insurer providing benefits to the "insured" as a "family member" who is not a named insured under another policy providing coverage under the "Act".
Third	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
Fourth	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:

a. Not "occupying" an "auto"; and

b. Not provided First-party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;

3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limit of benefits.

F. Additional Definitions

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member".
4. "Occupying" means in, upon, getting in, on, out or off.

C. Exclusions

We will not pay First-party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
5. Sustained by any person who, at the time of the "accident":
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
8. Sustained by any person while "occupying":
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.

9. Arising directly or indirectly out of:

- a. A discharge of a nuclear weapon (even if accidental);
- b. War, including undeclared or civil war;
- c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10. From or as a consequence of the following whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First-party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First-party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. Changes In Conditions

The Conditions are changed for First-party Benefits as follows:

1. Transfer Of Rights Of Recovery Against Others To Us does not apply.

2. The following conditions are added:

Nonduplication Of Benefits

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA BASIC FIRST-PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HARVEST RESTAURANT HOLDINGS LLC

Endorsement Effective Date: 02/25/20

SCHEDULE

Benefits	Limit Of Insurance
Medical Expense Benefits	Up to \$5,000 per insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

We will pay the Basic First-party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First-party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

B. Who Is An Insured

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

- (4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations: provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**
Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership; maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree.

- (1) The statements in the Declarations are accurate and complete.
- (2) Those statements are based upon representations you made to us, and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
 - b. An interactive conversation between or among persons through a computer network.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

- (2) The providing of or failure to provide warnings or instructions.



QUICK REFERENCE LIQUOR LIABILITY COVERAGE PART OCCURRENCE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGE

Named Insured and Mailing Address
Policy Period
Description of Business and Location
Coverages and Limits of Insurance

SECTION I - LIQUOR LIABILITY COVERAGE

Beginning on Page

Insuring Agreement	1
Exclusions	1
Supplementary Payments	2

SECTION II - WHO IS AN INSURED

SECTION III - LIMITS OF INSURANCE

SECTION IV - LIQUOR LIABILITY CONDITIONS

Bankruptcy	3
Duties In The Event Of Injury, Claim or Suit	4
Legal Action Against Us	4
Other Insurance	4
Premium Audit	4
Representations	5
Separation of Insureds	5
Transfer Of Rights Of Recovery Against Others To Us	5
When We Do Not Renew	5

SECTION V - DEFINITIONS

COMMON POLICY CONDITIONS

Cancellation
Changes
Examination of Your Books and Records
Inspections and Surveys
Premiums
Transfer of Your Rights and Duties Under This Policy

ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.

LIQUOR LIABILITY COVERAGE PART - DECLARATIONS



POLICY NUMBER: 20 UUN IC8651

This LIQUOR LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Liquor Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Common Cause

Aggregate

ADVANCE PREMIUM:

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks, have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by; or
 - (b) Rented or loaned;
 to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- ### SECTION IV – LIQUOR LIABILITY CONDITIONS
1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "injury" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- 4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.

- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 7. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.



QUICK REFERENCE EMPLOYEE BENEFITS LIABILITY COVERAGE PART CLAIMS MADE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business and Location
Coverages and Limits of Insurance

SECTION I - COVERAGES

Coverage EB

	Beginning on Page
Insuring Agreement	1
Exclusions	1
Supplementary Payments	2

SECTION II - WHO IS AN INSURED 2

SECTION III - LIMITS OF INSURANCE 2

SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS 3

Bankruptcy	3
Duties in the Event of Employee Benefits Injury, Claim or Suit	3
Legal Action Against Us	3
Other Insurance	3
Premium Audit	4
Representations	4
Separation of Insureds	4
Transfer of Rights of Recovery Against Others To Us	4

SECTION V - EXTENDED REPORTING PERIOD 4

SECTION VI - DEFINITIONS 5

COMMON POLICY CONDITIONS

Cancellation
Changes
Examination of Your Books and Records
Inspections and Surveys
Premiums
Transfer of Your Rights and Duties under this Policy

ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.



EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

COVERAGE EB PROVIDES CLAIMS MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGE EB

1. INSURING AGREEMENT.

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "employee benefits injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGE EB**. This insurance does not apply to "employee benefits injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. The negligent act, error or omission must take place in the "coverage territory".

We will have the right and duty to defend any "claim" or "suit" seeking such "damages". But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**;
- (2) We may, at our discretion, investigate any alleged act, error or omission and settle any

"claim" or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage EB. This applies both to "claims" and "suits" pending at that time and to those filed thereafter.
- b. This insurance applies to an "employee benefits injury" only if:
 - (1) A "claim" for "damages" because of the "employee benefits injury" is first made against any insured during the policy period; and
 - (2) At the time you applied for this insurance you had no knowledge of any "claim" or "suit" or of any "employee benefits injury" which might reasonably be expected to result in a "claim" or "suit," except as you had reported to us in writing at the time you so applied.
- c. A "claim" by a person or organization seeking "damages" will be deemed to have been made when notice of such "claim" is received and recorded by an insured or by us, whichever comes first.
- d. All "claims" for "damages" because of "employee benefits injury" to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

- a. Any civil or criminal liability imposed on the insured, arising out of:
 - (1) Any failure by the insured to comply with

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

any federal or state statutory or regulatory reporting requirement relating to an "employee benefits program;" or

- (2) The commission or omission by an insured of any activity in connection with the management of assets of the "employee benefits program" which is prohibited under any federal or state statute or regulation.

For the purposes of this exclusion, civil or criminal liability includes pre or post judgement costs or expenses.

- b. "Bodily injury," "property damage," "personal and advertising injury."
- c. Any dishonest, fraudulent, criminal or malicious act.
- d. The failure of any investment or saving program to perform as represented by an insured.
- e. An "employee benefits injury" that arises out of advice given by any insured to an "employee" whether to participate or not to participate in any "employee benefits program."
- f. The failure of any insured to:
 - (1) Perform any obligation;
 - (2) Fulfill any guarantee;with respect to:
 - (1) The payment of benefits under any "employee benefits program;" or
 - (2) The providing, handling or investing of funds relating to any of these.

3. SUPPLEMENTARY PAYMENTS - COVERAGE EB

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit."
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited

in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage EB does not apply to "employee benefits injury" that occurred before you acquired or formed the organization.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Person or organizations making "claims" or bringing "suit."
2. The Employee Benefits Liability Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
3. Subject to 2. above the Each Claim Limit is the most we will pay for all "damages" with respect to any one "claim".

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in The Event of Employee Benefits Injury, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of an "employee benefits injury" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "employee benefits injury" took place; and
 - (2) The names and addresses of any injured persons and witnesses.Notice of an "employee benefits injury" is not notice of a "claim".
- b. If a written "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employee benefits injury" to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this Coverage Part and applies to "damages" on other than a claims-made basis, if:

- (1) No retroactive date is shown in the Declarations of this Coverage Part; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this Coverage Part.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a. This Coverage Part is cancelled or not renewed; or
- b. We renew or replace this Coverage Part with insurance that:

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

(1) Has a Retroactive Date later than the date shown in the Declaration of this Coverage Part; or

(2) Does not apply to "employee benefits injury" on a claims-made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

a. One year for "claims" arising out of an "employee benefits injury" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**; or

b. Sixty days for all other "claims".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

3. A Supplemental Extended Reporting Period of three years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts:

a. One year after the end of the policy period for "claims" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**; or

b. Sixty days after the end of the policy period for all other "claims".

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- The exposures insured;
- Previous types and amount of insurance;
- Limits of Insurance available under this Coverage Part for future payment of "damages," and
- Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the

Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "employee benefits injury" that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Coverage Part applies, except to the extent described in paragraph 6. of this Section.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

Paragraph 2. of **SECTION III - LIMITS OF INSURANCE** will be amended accordingly.

SECTION VI - DEFINITIONS

As used in this coverage part:

1. "Administration" means:

- Giving counsel to your employees or their dependents and beneficiaries, with respect to interpreting the scope of your "employee benefits program" or their eligibility to participate in such programs; and
- Handling records in connection with "employee benefits program".

2. "Advertisement" means a dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include the design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products.

- 3. "Advertising idea" means any idea for an "advertisement".
- 4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- 5. "Claim" means a written demand received by any insured for "damages" alleging "employee benefits injury", including the institution of a "suit" for such "damages" against any insured.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the "employee benefits injury" does not occur in the course of travel or transportation to or from any place not included in a. above.
- 7. "Damages" include prejudgment interest awarded against the insured on that part of the judgment we pay. "Damages" do not include:
 - 1. Fines;
 - 2. Penalties; or
 - 3. Damages for which insurance is prohibited by the law applicable to the construction of this Coverage Part.
- 8. "Employee" includes a "leased worker" which is not covered under a labor leasing firm's "employee benefits program". "Employee" does not include a "temporary worker".
- 9. "Employee benefits injury" means injury that arises out of any negligent act, error or omission in the "administration" of your "employee benefits programs".
- 10. "Employee benefits program" means a formal program or programs of employee benefits maintained in connection with your business or operation, such as but not limited to:
 - a. Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such insurance or plans; and
 - b. Unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy.
 - f. Copying, in your "advertisement", a person's or organization's "advertising ideas" or style of "advertisement" or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 15. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

15. "Suit" means a civil proceeding in which damage because of "employee benefits injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
16. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 5 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 6

ADDRESS:

2625 BRINDLE DR
HARRISBURG, PA 17110
DAUPHIN COUNTY

OCCUPANCY: HARVEST SUSQUEHANNA VALLEY, LL

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

* * * * *

PREMISES NO. 4

ADDRESS:

549 WILMINGTON PIKE
GLEN MILLS, PA 19342
DELAWARE COUNTY

OCCUPANCY: HARVEST CHADDS FORD, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 5

ADDRESS:

1460 BETHLEHEM PIKE STE 130
NORTH WALES, PA 19454
MONTGOMERY COUNTY

OCCUPANCY: HARVEST NORTH WALES, LLC

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 1 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 2

ADDRESS:

400 W ROUTE 38
MOORESTOWN, NJ 08057
BURLINGTON COUNTY

OCCUPANCY: HARVEST MOORESTOWN, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

BY FLOOD:

ALL PREMISES IN ANY ONE OCCURRENCE
SITUATED IN ZONE PREFIXED (C)
AS DESIGNATED BY THE NATIONAL FLOOD
INSURANCE ACT OF 1968 (OR ANY
SUBSEQUENT AMENDMENT): \$25,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD APPLIES.

BY ANY OTHER COVERED LOSS,
IN ANY ONE OCCURRENCE: \$5,000

PROPERTY CHOICE - SCHEDULED PREMISES

THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONE OCCURRENCE UNLESS OTHERWISE STATED.

* * * * *

PREMISES NO. 1

ADDRESS :

21 W WASHINGTON ST STE EF
WEST CHESTER, PA 19380
CHESTER COUNTY

OCCUPANCY: HARVEST RESTAURANT HOLDINGS, L

DESCRIPTION OF COVERAGE OR PROPERTY
<p>1. <u>General Liability</u></p> <p>2. <u>Commercial Automobile</u></p> <p>3. <u>Workers Compensation</u></p> <p>4. <u>Professional Liability</u></p> <p>5. <u>Umbrella</u></p> <p>6. <u>Other</u></p>

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

CAUSES OF LOSS - FLOOD DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE.

THE LARGEST FLOOD POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE

CAUSES OF LOSS - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

LIMITS OF INSURANCE

CFC REFRIGERANTS:	INCLUDED IN THE LIMIT OF INSURANCE APPLICABLE TO EQUIPMENT BREAKDOWN
HAZARDOUS SUBSTANCES:	\$100,000
SPOILAGE:	\$100,000
EXPEDITING EXPENSES:	\$100,000

DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY EARTHQUAKE:
IN ANY ONE OCCURRENCE: \$25,000
AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD APPLIES.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

COINSURANCE PROVISION:

UNLESS OTHERWISE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

CAUSES OF LOSS - EARTHQUAKE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES IN TOTAL SITUATED IN:

	POLICY YEAR LIMIT OF INSURANCE
CALIFORNIA	NOT COVERED
ALABAMA	NOT COVERED
GEORGIA	NOT COVERED
LOUISIANA	NOT COVERED
NORTH CAROLINA	NOT COVERED
ALL OTHER STATES	\$5,000,000

CAUSES OF LOSS - EARTHQUAKE DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE.

THE LARGEST POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE.

CAUSES OF LOSS - FLOOD

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

POLICY YEAR
LIMIT OF INSURANCE

ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES SITUATED IN ZONE PREFIXED (C) AS DESIGNATED BY THE NATIONAL FLOOD INSURANCE ACT OF 1968 (OR ANY SUBSEQUENT AMENDMENT):

\$5,000,000

PROPERTY CHOICE - SCHEDULE OF
PREMISES AND COVERAGES



POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 003

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUSINESS PERSONAL PROPERTY

\$11,950,000

VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMITS OF INSURANCE
IN ANY ONE OCCURRENCE

BUSINESS INCOME AND EXTRA EXPENSE:

\$3,050,000

72 HOUR WAITING PERIOD APPLIES
PAYROLL IS INCLUDED

POLICY CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651 K3

PREMISES 7 IS REVISED

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE:

LIMIT OF INSURANCE IS CHANGED FROM \$1,000,000 TO \$500,000

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00020119T

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 003

Policy Change Effective Date: 04/15/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: .869

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$4,320.00*
*INCLUDES RETURN TERRORISM PREMIUM OF \$118.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:
DATE DUE: 04/15/20
RETURN FLORIDA FIRE COLLEGE SURCHARGE \$.38

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

BUSINESS PERSONAL PROPERTY COVERAGE:
BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$13,775,000
TO \$11,950,000

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

BUSINESS INCOME AND EXTRA EXPENSE:
BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$4,050,000
TO \$3,050,000

PREMISES 3 IS DELETED
SEE SCHEDULE PC0002



Countersigned by
(Where required by law)

Susan L. Castaneda
Authorized Representative

04/16/20
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 002

Policy Change Effective Date: 03/18/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: .945

Description of Change(s):

CHANGE NO.: 002

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$53,627.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$529.00

CHANGE NO: 002 IS CANCELLED.



Countersigned by
(Where required by law)

Suean S. Castaneda
Authorized Representative

08/25/20
Date

POLICY FACE SHEET

51
86 INSURER:
IC HARTFORD INSURANCE GROUP
UUN CHANGE NO. 002 CANCELLED FLAT
CHANGE EFF DATE: 03/18/20

POLICY NO.: 20 UUN IC8651 K3

COMMON POLICY DECLARATIONS

ITEM

1. NAMED INSURED AND MAILING ADDRESS: HARVEST RESTAURANT HOLDINGS LLC
SEE FORM IH1204
21 W WASHINGTON ST STE EF
WEST CHESTER PA 19380
(CHESTER COUNTY)
2. POLICY PERIOD: FROM 02/26/20 TO 02/26/21
3. AGENT'S OR BROKER'S CODE: 266676 RECORDS RETENTION - PERMANENT
AGENT'S OR BROKER'S NAME: IRONWOOD INSURANCE SERVICES LLC
- PREVIOUS POLICY NO.: 20 UUN IC8651
4. AUDIT PERIOD: ANNUAL
5. NAMED INSURED IS: LTD LIAB COMPANY
6. DESCRIPTION OF YOUR BUSINESS: RESTAURANTS - WITH NO OR MINIMAL SALE OF

PROPERTY COMPANY CODE: 1
GENERAL LIABILITY COMPANY CODE: 1
AUTO COMPANY CODE: H
POLICY STATUS: ACTIVE
LOB LEVEL OF SUPPORT: CP-S, GL-S, AUTO-S
AUDIT: (4) GL, (5) CP, (5) AUTO

UNDERLYING TO UMBRELLA: 20 RHU IC8590

AUTO LESSOR

RATED RISK MARKET SEGMENTATION - 640
SIC CODE - 5812 E-COMMERCE ID: 2
PREMIUM FINANCE

CAFS REPORTED: PA

AUTOMATICALLY BOOKED

TRANS TYPE: ENDT CNTL#: 009
FACE SHEET TERMINAL ID: R022V46A PAGE 1
08/25/20 20 UUN IC8651 K3 (02/26/21)

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 007/001 TERR: 002
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 947,100

RATE: 4.0180

ANNUAL PREMIUM: 3,844.00

PREMIUM CHANGE: 1,210.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 002/001 TERR: 517
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 961,859

RATE: 4.0180

ANNUAL PREMIUM: 3,903.00

PREMIUM CHANGE: 1,231.00 RP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 53,627.00 RP

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 009/001 TERR: 513
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA 18940

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 663,000
RATE: 6.3810
ANNUAL PREMIUM: 4,273.00
PREMIUM CHANGE: 1,346.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 010/001 TERR: 512
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 720,000
RATE: 6.3810
ANNUAL PREMIUM: 4,640.00
PREMIUM CHANGE: 1,462.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC.00 18)
PRMS/BLDG NO: 006/001 TERR: 510
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA 17110
CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 806,338
RATE: 6.3810
ANNUAL PREMIUM: 5,197.00
PREMIUM CHANGE: 1,637.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 008/001 TERR: 504
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA 18507
CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 540,000
RATE: 6.3810
ANNUAL PREMIUM: 3,480.00
PREMIUM CHANGE: 1,096.00 RP

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 3,240.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 004/001 TERR: 513
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 984,893

RATE: 6.3810

ANNUAL PREMIUM: 6,347.00

PREMIUM CHANGE: 2,000.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 005/001 TERR: 513
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 574,470

RATE: 6.3810

ANNUAL PREMIUM: 3,702.00

PREMIUM CHANGE: 1,167.00 RP

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 002/001
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 3,367,856

RATE: 0.3960

ANNUAL PREMIUM: 1,347.00

PREMIUM CHANGE: 424.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 0

RATE: 6.3810

ANNUAL PREMIUM: 0.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 010/001
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 2,280,000
RATE: 0.2960
ANNUAL PREMIUM: 682.00
PREMIUM CHANGE: 215.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 007/001
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 2,435,400
RATE: 0.8420
ANNUAL PREMIUM: 2,071.00
PREMIUM CHANGE: 1,554.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 2,250,000

RATE: 0.2960

ANNUAL PREMIUM: 673.00

PREMIUM CHANGE: 212.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 009/001
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA 18940

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 1,887,000

RATE: 0.2960

ANNUAL PREMIUM: 564.00

PREMIUM CHANGE: 178.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 2,313,613
RATE: 0.2960
ANNUAL PREMIUM: 692.00
PREMIUM CHANGE: 217.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 006/001
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 3,282,503
RATE: 0.2960
ANNUAL PREMIUM: 981.00
PREMIUM CHANGE: 309.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 008/001
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA 18507

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 554.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 004/001
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 3,529,286

RATE: 0.2960

ANNUAL PREMIUM: 1,055.00

PREMIUM CHANGE: 333.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 005/001
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 3,327.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 002/001 TERR: 517
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 3,367,865
RATE: 4.6360
ANNUAL PREMIUM: 15,770.00
PREMIUM CHANGE: 4,967.00 RP

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 003/001
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 0
RATE: 0.2880
ANNUAL PREMIUM: 0.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 2,373.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 010/001 TERR: 512
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 2,280,000
RATE: 3.9540
ANNUAL PREMIUM: 9,105.00
PREMIUM CHANGE: 2,868.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 007/001 TERR: 002
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 2,435,400
RATE: 1.8030
ANNUAL PREMIUM: 4,435.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 4,129.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 008/001 TERR: 504
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA 18507

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 2,250,000
RATE: 3.9540
ANNUAL PREMIUM: 8,985.00
PREMIUM CHANGE: 2,831.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 009/001 TERR: 513
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA 18940

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,887,000
RATE: 3.9540
ANNUAL PREMIUM: 7,536.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 4,439.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 005/001 TERR: 513
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 2,313,613
RATE: 3.9540
ANNUAL PREMIUM: 9,240.00
PREMIUM CHANGE: 2,909.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 006/001 TERR: 510
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 3,282,503
RATE: 3.9540
ANNUAL PREMIUM: 13,109.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 002

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS CHANGED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 0
RATE: 3.9540
ANNUAL PREMIUM: 0.00
PREMIUM CHANGE: 7,399.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 004/001 TERR: 513
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 3,529,286
RATE: 3.9540
ANNUAL PREMIUM: 14,094.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 002



Policy Change Effective Date: 03/18/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: .945

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$53,627.00*
*INCLUDES RETURN TERRORISM PREMIUM OF \$529.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:

DATE DUE: 03/18/20

RETURN NJPLGA SURCHARGE: \$39.00

RETURN FLORIDA FIRE COLLEGE SURCHARGE \$6.09

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

Countersigned by
(Where required by law)

Susan S. Castaneda
Authorized Representative

04/15/20
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 001

This endorsement modifies insurance provided under the following:



This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date:

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: IRONWOOD INSURANCE SERVICES LLC

Pro Rata Factor:

Description of Change:

Countersigned by
(Where required by law)

Susan S. Castaneda
Authorized Representative

02/27/20
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 20 UUN IC8651 K3
CHANGE NUMBER: 001

This endorsement modifies insurance provided under the following:



This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 02/26/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: IRONWOOD INSURANCE SERVICES LLC

Pro Rata Factor:

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

TRUMBULL INSURANCE COMPANY

Countersigned by
(Where required by law)

Susan L. Castaneda
Authorized Representative

02/27/20
Date

Fraud Statement
Pennsylvania



PENNSYLVANIA INSURANCE LAW

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine up to \$15,000.



IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a general liability or property policy from The Hartford, which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through the Hartford Cyber Center, you have access to:

- o A panel of third party incident response service providers
- o Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- o Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- o White papers, blogs and webinars from leading privacy and security practitioners
- o Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

Please be aware that:

- o The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- o Registration is required to access the Cyber Center. You may register as many users as necessary.
- o Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.
- o The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs. This Notice does not amend or otherwise affect the provisions of your policy.

The Hartford offers a variety of endorsements to your policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

If you have a claim, you can report it by calling The Hartford's toll-free claims line at 1-800-327-3636.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

3.Rejection Of Underinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

Please indicate by initialing below whether you select Underinsured Motorists Coverage at limits less than the Liability Coverage limits of your policy.

(Initials)

I reject Underinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limits.

(Choose one):

(Initials)	Split Limits	OR	(Initials)	Combined Single Limit
*N/A	\$ 15,000/30,000			\$ 35,000
N/A	25,000/50,000			50,000
N/A	50,000/100,000			100,000
N/A	100,000/300,000			250,000
N/A	250,000/500,000			300,000
N/A	500,000/1,000,000			350,000
N/A	\$ _____			500,000
	(Other)			1,000,000
*N/A – Not Applicable				\$ _____
				(Other)

Signature of First Named Insured

Date

B. Rejection Of Stacked Underinsured Motorists Coverage

If you have elected to purchase Underinsured Motorists Coverage, you have the option to reject stacked Underinsured Motorists Coverage for a reduced premium. You may reject stacked Underinsured Motorists Coverage by signing the waiver below.

By signing this waiver, I am rejecting stacked limits of Underinsured Motorist Coverage under the policy for myself and members of my household under which the limits of coverage available would be the sum of limits for each motor vehicle insured under the policy. Instead, the limits of coverage that I am purchasing shall be reduced to the limits stated in the policy. I knowingly and voluntarily reject the stacked limits of coverage. I understand that my premiums will be reduced if I reject this coverage.

Signature of First Named Insured

Date

Mandatory Offer Of Underinsured Motorists Coverage

Underinsured motorists coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Please indicate your choices by initialing and/or signing next to the appropriate item(s) where indicated below.

1. Selection Of Underinsured Motorists Coverage

(Initials)

I select Underinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.

If you select Underinsured Motorist Coverage equal to your policy Liability Insurance Limit, any change in your policy Liability Limits will result in a change to your Uninsured Motorist Coverage Limits.

Signature of First Named Insured

Date

2. Rejection Of Underinsured Motorists Coverage

By signing this waiver I am rejecting underinsured motorist coverage under this policy, for myself and all relatives residing in my household. Underinsured coverage protects me and relatives living in my household for losses and damages suffered if injury is caused by the negligence of a driver who does not have enough insurance to pay for all losses and damages. I knowingly and voluntarily reject this coverage.

Signature of First Named Insured

Date

3.Rejection Of Uninsured Motorists Coverage At Limits Equal To Liability Coverage Limits

Please indicate by initialing below whether you select Uninsured Motorists Coverage at limits less than the Liability Coverage limits of your policy.

(Initials)

I reject Uninsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limits.

(Choose one):

(Initials)	Split Limits	OR	(Initials)	Combined Single Limit
*N/A	\$ 15,000/30,000			\$ 35,000
N/A	25,000/50,000			50,000
N/A	50,000/100,000			100,000
N/A	100,000/300,000			250,000
N/A	250,000/500,000			300,000
N/A	500,000/1,000,000			350,000
N/A	\$ (Other)			500,000
				1,000,000
*N/A – Not Applicable				\$ (Other)

Signature of First Named Insured

Date

B. Rejection Of Stacked Uninsured Motorists Coverage

If you have elected to purchase Uninsured Motorists Coverage, you have the option to reject stacked Uninsured Motorists Coverage for a reduced premium. You may reject stacked Uninsured Motorists Coverage by signing the waiver below.

By signing this waiver, I am rejecting stacked limits of uninsured motorist coverage under the policy for myself and members of my household under which the limits of coverage available would be the sum of limits for each motor vehicle insured under the policy. Instead, the limits of coverage that I am purchasing shall be reduced to the limits stated in the policy. I knowingly and voluntarily reject the stacked limits of coverage. I understand that my premiums will be reduced if I reject this coverage.

Signature of First Named Insured

Date

2. Rejection Of Uninsured Motorists Coverage

By signing this waiver I am rejecting uninsured motorist coverage under this policy, for myself and all relatives residing in my household. Uninsured coverage protects me and relatives living in my household for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages. I knowingly and voluntarily reject this coverage.

Signature of First Named Insured

Date

E. Liability Insurance

The law requires that, for damages arising out of the maintenance or use of a motor vehicle, you must be able to respond in amounts no less than \$15,000 for bodily injury to one person, \$30,000 for bodily injury to two or more persons and \$5,000 for property damage in any one accident. If you prefer a single Liability Insurance limit, the minimum required is \$35,000. Please select the Liability Insurance limit desired. (If you are insured through the provisions of the Pennsylvania Automobile Insurance Plan, the limits available for Liability Insurance are only those allowed by the Plan.)

<input type="checkbox"/> Single Limit					please specify
Per Accident	<input type="checkbox"/> \$35,000	<input type="checkbox"/> \$300,000	<input type="checkbox"/> Other \$		
<input type="checkbox"/> Split Limits				other, please specify	
Bodily Injury					
Per Person	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$		
Per Accident	\$30,000	\$300,000	\$		
Property Damage					
Per Accident	\$ 5,000	\$ 5,000	\$		

F. UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Applies to: All motor vehicles covered by your policy that are registered or principally garaged in Pennsylvania.

Covers: You, if you are an individual named insured; relatives living with you; or other people in your motor vehicle.

Benefits: Uninsured and Underinsured Motorists Insurance provides protection for bodily injury arising from the maintenance or use of a motor vehicle when:

Uninsured Motorists - the injured person is entitled to recover damages from the owner or operator of an uninsured motor vehicle.

Underinsured Motorists - the injured person is entitled to recover damages in excess of the Liability Insurance applicable to the accident.

Limits: Uninsured and Underinsured Motorists limits must be the same if you elect coverage. If you do not select a coverage limit, your policy will be issued with Uninsured and Underinsured Motorists limits equal to your bodily injury Liability Insurance limit. You may select lower limits. The limit you select may not be less than minimum limits required by Pennsylvania law however, you may reject Uninsured and Underinsured Motorists Coverage in Pennsylvania.

If you are insured through the provisions of the Pennsylvania Automobile Insurance Plan, the limits available for Uninsured and Underinsured Motorists Insurance are only those allowed by the Plan. You may reject Uninsured and Underinsured Motorists Coverages in Pennsylvania.

If the named insured is not an individual, the law allows the injured person to collect under each policy for which he or she is a covered person.

Mandatory Offer Of Uninsured Motorists Coverage

Uninsured motorists coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Please indicate your choices by initialing and/or signing next to the appropriate item(s) where indicated below.

1. Selection Of Uninsured Motorists Coverage

(Initials)

I select Uninsured Motorists Coverage at limits equal to the limits of my Liability Coverage.

If you select Uninsured Motorist Coverage equal to your policy Liability Insurance Limit, any change in your policy Liability Limits will result in a change to your Uninsured Motorist Coverage Limits.

Signature of First Named Insured

Date

BENEFITS, LIMITS AND COVERAGES AVAILABLE

A. First Party Benefits

Please select one limit for each benefit unless you wish Combination First Party Benefits explained below.

1. Medical Expense – Reasonable and necessary medical treatment and rehabilitative services for injury arising out of the maintenance or use of a motor vehicle.

☐ \$ 5,000 per person (Minimum limit)

☐ \$ 50,000 per person (Option 3)

☐ \$10,000 per person (Option 1)

☐ \$100,000 per person (Option 4)

☐ \$25,000 per person (Option 2)

2. Work Loss (Income Loss) – Eighty percent of actual loss of gross income and reasonable expenses actually incurred for hiring a substitute to perform self-employment services as a result of injury arising out of the maintenance or use of a motor vehicle.

☐ \$1,000 monthly/\$ 5,000 total per person (Option 1)

☐ \$1,000 monthly/\$15,000 total per person (Option 2)

☐ \$1,500 monthly/\$25,000 total per person (Option 3)

☐ \$2,500 monthly/\$50,000 total per person (Option 4)

☐ I reject this coverage

3. Funeral Expense – Expense incurred as a result of an accident involving the maintenance or use of a motor vehicle.

☐ \$1,500 per person (Option 1)

☐ \$2,500 per person (Option 2)

☐ I reject this coverage

4. Accidental Death – A sum payable in the event an injury resulting from the maintenance or use of a motor vehicle causes death. This benefit is available only if you are a sole proprietor (Individual). Coverage is afforded only for you and your family members.

☐ Waive this coverage

☐ \$10,000 (Option 2)

☐ \$5,000 (Option 1)

☐ \$25,000 (Option 3)

B. Combination First Party Benefits

The combined benefits are available if you have not selected any of the above First Party Benefits. Combination First Party Benefits includes all of the benefits available under First Party Benefits. Please select the Total Benefit Limit desired.

☐ Total Benefits Limit

☐ Funeral Expense Limit

☐ Accidental Death Limit

☐ \$ 50,000 (Option 1)

\$2,500

\$10,000

☐ \$100,000 (Option 2)

\$2,500

\$10,000

☐ \$177,500 (Option 3)

\$2,500

\$25,000

☐ \$277,500 (Option 4)

\$2,500

\$25,000

C. Broadened First Party or Combination First Party Benefits

An individual who regularly uses one of your autos may be eligible for First Party Benefits or Combined First Party Benefits as if that person were a named insured on your policy. If you wish to have this coverage provided, please ask your Hartford Agent or Broker for additional information.

D. Extraordinary Medical Benefits Coverage

Provides coverage for medical expenses that exceed \$100,000 and are incurred as a result of an auto accident. This coverage is subject to an annual per person limit of \$50,000, and an aggregate per person limit of \$1,000,000. The \$50,000 per person limit does not apply during the first 18 months of eligibility for this coverage. If Extraordinary Medical Benefits Coverage is selected, it must be purchased for all owned vehicles (including trailers) that are required to be registered in Pennsylvania and are on the policy.

☐ \$100,000 per "insured"

☐ \$500,000 per "insured"

☐ \$300,000 per "insured"

☐ \$1,000,000 per "insured"

Commercial Auto Supplementary Application Pennsylvania Motor Vehicle Responsibility Law (Non-Fleet)

Name of Insured: HARVEST RESTAURANT HOLDINGS LLC

Policy Number:

20 UUN IC8651

This supplemental application identifies and describes the benefit limits and coverage available through The Hartford in response to the Pennsylvania Motor Vehicle Financial Responsibility Law. Please read the Important Notice and provide the information requested on pages 2 thru 7.

Section 1791 of the Pennsylvania Motor Vehicle Financial Responsibility Law contains the following important Notice:

IMPORTANT NOTICE

Insurance Companies operating in the Commonwealth of Pennsylvania are required by law to make available for purchase the following benefits for you, your spouse or other relatives or minors in your custody or in the custody of your relatives, residing in your household, occupants of your motor vehicle or persons struck by your motor vehicle:

- (1) Medical benefits, up to at least \$100,000.
- (1.1) Extraordinary medical benefits, from \$100,000 to \$1,100,000 which may be offered in increments of \$100,000.
- (2) Income loss benefits, up to at least \$2,500 per month up to a maximum benefit of at least \$50,000.
- (3) Accidental death benefits, up to at least \$25,000.
- (4) Funeral benefits, \$2,500.
- (5) As an alternative to paragraphs (1), (2), (3) and (4), a combination benefit, up to at least \$277,500 of benefits in the aggregate or benefits payable up to three years from the date of the accident, whichever occurs first, subject to a limit on accidental death benefit of up to \$25,000 and a limit on funeral benefit of \$2,500, provided that nothing contained in this subsection shall be construed to limit, reduce, modify or change the provisions of section 1715(d) (relating to the availability of adequate limits).
- (6) Uninsured, underinsured and bodily injury liability coverage up to at least \$100,000 because of injury to one person in any one accident and up to at least \$300,000 because of injury to two or more persons in any one accident or, at the options of the insurer, up to at least \$300,000 in a single limit for these coverages, except for policies issued under the Assigned Risk Plan. Also, at least \$5,000 for damage to property of others in any one accident.

Additionally, insurers may offer higher benefit levels than those enumerated above as well as additional benefits. However, an insured may elect to purchase lower benefit levels than those enumerated above.

Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

If you have any questions or you do not understand all of the various options available to you, contact your agent or company.

If you do not understand any of the provisions contained in this notice, contact your agent or company before you sign.

Policy Number: 20 UUN IC8651



Rating Classifications	Code No.	Premium Basis	Rate	Premium
			ADVANCE PREMIUM:	\$



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**AMENDMENT OF INSURING AGREEMENT –
CONTINUATION, CHANGE OR RESUMPTION OF
INJURY OR DAMAGE**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

Paragraph 1.c. of the Insuring Agreement in Section I is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf.

Paragraph a. of the definition of "Products - completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 009/001 TERR: 513
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA 18940
CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 669,341
RATE: 6.3810
ANNUAL PREMIUM: 4,314.00
PREMIUM CHANGE: 1,383.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 010/001 TERR: 512
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA 17601
CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 500,541
RATE: 6.3810
ANNUAL PREMIUM: 3,226.00
PREMIUM CHANGE: 2,961.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 006/001 TERR: 510
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 314,682

RATE: 6.3810

ANNUAL PREMIUM: 2,028.00

PREMIUM CHANGE: 4,901.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 008/001 TERR: 504
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA 18507

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 204,482

RATE: 6.3810

ANNUAL PREMIUM: 1,318.00

PREMIUM CHANGE: 3,322.00 RP

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 3,429.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 004/001 TERR: 513
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 561,857
RATE: 6.3810
ANNUAL PREMIUM: 3,621.00
PREMIUM CHANGE: 4,842.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 005/001 TERR: 513
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES
PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 250,261
RATE: 6.3810
ANNUAL PREMIUM: 1,613.00
PREMIUM CHANGE: 3,323.00 RP

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 002/001
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 1,064,238

RATE: 0.3960

ANNUAL PREMIUM: 426.00

PREMIUM CHANGE: 1,370.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 0

RATE: 6.3810

ANNUAL PREMIUM: 0.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 010/001
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,501,622
RATE: 0.2960
ANNUAL PREMIUM: 449.00
PREMIUM CHANGE: 460.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 007/001
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,196,912
RATE: 0.8420
ANNUAL PREMIUM: 1,018.00
PREMIUM CHANGE: 2,697.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 852,006
RATE: 0.2960
ANNUAL PREMIUM: 255.00
PREMIUM CHANGE: 642.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 009/001
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA 18940

CLASSIFICATION CODE NUMBER

AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,905,048
RATE: 0.2960
ANNUAL PREMIUM: 570.00
PREMIUM CHANGE: 182.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

EXPOSURE: 1,007,900
RATE: 0.2960
ANNUAL PREMIUM: 301.00
PREMIUM CHANGE: 621.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 006/001
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,053,501
RATE: 0.2960
ANNUAL PREMIUM: 315.00
PREMIUM CHANGE: 993.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 008/001
LOCATION: 7011 SHOPPES BLVD
MOOSIC
PA 18507

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 586.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 004/001
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 1,685,570

RATE: 0.2960

ANNUAL PREMIUM: 504.00

PREMIUM CHANGE: 903.00 RP

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 005/001
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 5,776.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 002/001 TERR: 517
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,064,238
RATE: 4.6360
ANNUAL PREMIUM: 4,983.00
PREMIUM CHANGE: 16,043.00 RP

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 003/001
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 0
RATE: 0.2880
ANNUAL PREMIUM: 0.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 2,440.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 010/001 TERR: 512
LOCATION: 1573 FRUITVILLE PIKE
LANCASTER
PA 17601

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,501,622
RATE: 3.9540
ANNUAL PREMIUM: 5,997.00
PREMIUM CHANGE: 6,143.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 007/001 TERR: 002
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,196,912
RATE: 1.8030
ANNUAL PREMIUM: 2,180.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 13,271.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 008/001 TERR: 504
LOCATION: 7011 SHOPPES BLVD
MOOSIC,
PA 18507

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 852,006
RATE: 3.9540
ANNUAL PREMIUM: 3,403.00
PREMIUM CHANGE: 8,578.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 009/001 TERR: 513
LOCATION: 2829 S EAGLE RD
NEWTOWN
PA 18940

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 1,905,048
RATE: 3.9540
ANNUAL PREMIUM: 7,608.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 12,061.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 005/001 TERR: 513
LOCATION: 1460 BETHLEHEM PIKE STE 130
NORTH WALES
PA 19454

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 1,007,900

RATE: 3.9540

ANNUAL PREMIUM: 4,025.00

PREMIUM CHANGE: 8,294.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 006/001 TERR: 510
LOCATION: 2625 BRINDLE DR
HARRISBURG
PA 17110

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 1,053,501

RATE: 3.9540

ANNUAL PREMIUM: 4,207.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 005

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS CHANGED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 0

RATE: 3.9540

ANNUAL PREMIUM: 0.00

PREMIUM CHANGE: 7,830.00 RP

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO: 004/001 TERR: 513
LOCATION: 549 WILMINGTON PIKE
GLEN MILLS
PA 19342

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 1,685,570

RATE: 3.9540

ANNUAL PREMIUM: 6,731.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 005

Policy Change Effective Date: 02/26/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: 1.000

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$119,966.00*

*INCLUDES RETURN TERRORISM PREMIUM OF \$1,186.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:

DATE DUE: 02/26/20

RETURN NJPLGA SURCHARGE: \$128.00

RETURN FLORIDA FIRE COLLEGE SURCHARGE \$11.41

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)



Countersigned by
(Where required by law)

Suean S. Castaneda
Authorized Representative

08/25/20
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 004

Policy Change Effective Date: 04/15/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor:

Description of Change(s):

CHANGE NO.: 004

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

CHANGE NO: 004 IS CANCELLED.



Countersigned by
(Where required by law)

Susan L. Castaneda
Authorized Representative

08/25/20
Date

POLICY FACE SHEET

51

86 INSURER:

IC HARTFORD INSURANCE GROUP

UUN CHANGE NO. 004 CANCELLED FLAT

CHANGE EFF DATE: 04/15/20

POLICY NO.: 20 UUN IC8651 K3

COMMON POLICY DECLARATIONS

ITEM

1. NAMED INSURED AND

MAILING ADDRESS:

HARVEST RESTAURANT HOLDINGS LLC

SEE FORM IH1204

21 W WASHINGTON ST STE EF

WEST CHESTER PA 19380

(CHESTER COUNTY)

2. POLICY PERIOD:

FROM 02/26/20 TO 02/26/21

3. AGENT'S OR BROKER'S CODE: 266676

RECORDS RETENTION - PERMANENT

AGENT'S OR BROKER'S NAME: MARSH & MCLENNAN AGENCY LLC

PREVIOUS POLICY NO.: 20 UUN IC8651

4. AUDIT PERIOD: ANNUAL

5. NAMED INSURED IS: LTD LIAB COMPANY

6. DESCRIPTION OF YOUR BUSINESS: RESTAURANTS - WITH NO OR MINIMAL SALE OF

PROPERTY COMPANY CODE: 1

GENERAL LIABILITY COMPANY CODE: 1

AUTO COMPANY CODE: H

POLICY STATUS: ACTIVE

LOB LEVEL OF SUPPORT: #CP-S, #GL-S, AUTO-S

AUDIT: (4) GL, (5) CP, (5) AUTO

AUDIT NON-QUAL FOR SYSTEM PROCESSING

UNDERLYING TO UMBRELLA: 20 RHU IC8590

AUTO LESSOR

RATED RISK

SIC CODE - 5812

PREMIUM FINANCE

MARKET SEGMENTATION - 640

E-COMMERCE ID: 2

CAFS REPORTED: PA

CODING ENTRY NOT REQUIRED

TRANS TYPE: ENDT CNTL#: 007

FACE SHEET TERMINAL ID: R022V46A PAGE 1

08/25/20 20 UUN IC8651 K3 (02/26/21)

POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 004



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CG 20 05 04 13

ADDITIONAL INSURED - CONTROLLING INTEREST
NAME OF PERSON(S) OR ORGANIZATION(S):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

HARVEST RESTAURANT MANAGEMENT, LLC

POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 004



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #004 EFFECTIVE DATE 04/15/2020

THIS ENDORSEMENT ALSO APPLIES TO THE COMMERCIAL AUTO COVERAGE PART.

ENDORSEMENT 004 EFFECTIVE DATE IS AMENDED TO 02/26/2020

POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 004



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

HARVEST RESTAURANT HOLDINGS, LLC
HARVEST MOORESTOWN, LLC
HARVEST RADNOR, LLC
HARVEST CHADDS FORD, LLC
HARVEST NORTH WALES, LLC
HARVEST SUSQUEHANNA VALLEY, LLC
HARVEST SEASONAL GRILL DELRAY, LLC DBA HARVEST SEASONAL GRILL &
WINE BAR
LOCAL GREENS DELRAY, LLC
HARVEST MONTAGE, LLC
HARVEST NEWTOWN BUCKS COUNTY, LLC
HARVEST LANCASTER, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 004

Policy Change Effective Date: 04/15/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: .869

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 CG 20 05 04 13

ADDITIONAL INSURED - CONTROLLING INTEREST
NAME OF PERSON(S) OR ORGANIZATION(S):

IH12001185 ENDORSEMENT #004 EFFECTIVE DATE 04/15/2020

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12040312



Countersigned by
(Where required by law)

Suarez L. Castaneda
Authorized Representative

06/29/20
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 003

Policy Change Effective Date: 04/15/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC



Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: .869

Description of Change(s):

CHANGE NO.: 003

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$4,320.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$118.00

CHANGE NO: 003 IS CANCELLED.

Countersigned by
(Where required by law)

Suarez L. Castaneda
Authorized Representative

08/25/20
Date

POLICY FACE SHEET

51

86 INSURER:

IC HARTFORD INSURANCE GROUP

UUN CHANGE NO. 003 CANCELLED FLAT
CHANGE EFF DATE: 04/15/20

POLICY NO.: 20 UUN IC8651 K3

COMMON POLICY DECLARATIONS
ITEM

1. NAMED INSURED AND MAILING ADDRESS: HARVEST RESTAURANT HOLDINGS LLC
SEE FORM IH1204
21 W WASHINGTON ST STE EF
WEST CHESTER PA 19380
(CHESTER COUNTY)
2. POLICY PERIOD: FROM 02/26/20 TO 02/26/21
3. AGENT'S OR BROKER'S CODE: 266676 RECORDS RETENTION - PERMANENT
AGENT'S OR BROKER'S NAME: MARSH & MCLENNAN AGENCY LLC

PREVIOUS POLICY NO.: 20 UUN IC8651
4. AUDIT PERIOD: ANNUAL
5. NAMED INSURED IS: LTD LIAB COMPANY
6. DESCRIPTION OF YOUR BUSINESS: RESTAURANTS - WITH NO OR MINIMAL SALE OF

PROPERTY COMPANY CODE: 1
GENERAL LIABILITY COMPANY CODE: 1
AUTO COMPANY CODE: H
POLICY STATUS: ACTIVE
LOB LEVEL OF SUPPORT: CP-S, #GL-S, AUTO-S
AUDIT: (4) GL, (5) CP, (5) AUTO

AUDIT NON-QUAL FOR SYSTEM PROCESSING
UNDERLYING TO UMBRELLA: 20 RHU IC8590

AUTO LESSOR

RATED RISK
SIC CODE - 5812
PREMIUM FINANCE

MARKET SEGMENTATION - 640
E-COMMERCE ID: 2

CAFS REPORTED: PA

AUTOMATICALLY BOOKED

TRANS TYPE: ENDT CNTL#: 008
FACE SHEET TERMINAL ID: R022V46A PAGE 1
08/25/20 20 UUN IC8651 K3 (02/26/21)

PROPERTY CHOICE DETAIL

(CONT) PAGE: 002

POLICY NUMBER: 20 UUN IC8651 K3
CHANGE NO.: 003

EFFECTIVE DATE: 04/15/20

PREMISES 003 (CONT)

EQ BLDG CLASS 4C ZONE 05 # STORIES 06
DED 25,000 AGGR LIMIT 5,000,000 (K)
DELETEDFLOOD ZONE C DED 25,000
DELETED AGGR LIMIT 5,000,000TERRORISM 1.00 RP
DELETED (S)108 X (T).869 = 94.00 RPEQUIPMENT BREAKDOWN OCCPCY CODE 286 DED 5,000
SIC CODE 5812
DELETED (S)291 X (T).869 = 253.00 RPTERRORISM
DELETED (S)9 X (T).869 = 8.00 RP

PREMISES 007 STATE: FL TAX CODE: 0301 POOL ID: 04

HAZARD CODE: 07

RATE	YR	TYPE OF POLICY	PROT CLASS	XWEATHER	WEATHER	RATE	CSP	ZIP
PLAN	BLT	CD DESCRIPTION	CURR/PREV	CONST	CONST	CLASS	TERR	CODE
	2013	SERVICE	01 /	6-FIRE RES	A	F431	500	33483

DEDUCTIBLE 5,000 AREA 7,000

1841 S FEDERAL HWY UNIT 400/402, DELRAY BEACH, FL. 33483

BI AND EE EARNINGS % 65 (MERC)
WAIT PER 72 HRS
LRG RISK ZONE 2 WIND/HAIL DED 5 PCT
W/H WAIT PER 72 HOURS
PREVIOUS (S)889 X (T).869 = 773.00
REVISED (EM).0889 = (P).0889 X (O)500,000
= (S)445 X (T).869 = 387.00

KEYS:

S = FINAL PREMIUM
T = PRO/SHORT RATE FCT
EM = LRR TE RATE
P = FINAL RATE
O = LIMIT OF LIABILITYPOLICY # 20UUNIC8651 K3 CONTROL # 005 TERM ID R001V4UA
PROCESS DATE 04/16/20 OPER INITIALS JM AAR PREV POL # 20UUNIC8651

PROPERTY CHOICE DETAIL

PAGE: 001

POLICY NUMBER: 20 UUN IC8651 K3
CHANGE NO.: 003

EFFECTIVE DATE: 04/15/20

PRIMARY STATE PA

RATING MODIFICATION FACTORS AND COMMISSIONS

STATE(S)	FL	NJ	PA
NEGOTIATED COMMISSION	15.0	15.0	15.0
DED EACH OCCURRENCE	5,000	5,000	VARIOUS

PREMISES RATING DETAIL

PREMISES 003 STATE: PA

HAZARD CODE: 07

RATE PLAN	YR BLT	TYPE OF POLICY CD DESCRIPTION	PROT CLASS CURR/PREV	XWEATHER CONST	WEATHER CONST	RATE CLASS	CSP TERR	ZIP CODE
	1974	SERVICE	04 /	6-FIRE RES	A	F431	230	19087

DEDUCTIBLE 5,000

AREA 7,344

555 E LANCASTER AVE, WAYNE, PA. 19087

BI AND EE	BLKT	EARNINGS %	(MERC)
WAIT PER 72		65	
LRG RISK ZONE 1			
DELETED (S)444 X (T).869 =			386.00 RP

EQ	BLDG CLASS 4C	ZONE 05	# STORIES 06
DED 25,000	AGGR LIMIT	5,000,000	(K) WAIT PER 72 HRS
DELETED			

FLOOD	ZONE C	DED 25,000	AGGR LIMIT 5,000,000
DELETED			

1.00 RP

TERRORISM	DELETED (S)13 X (T).869 =	11.00 RP

PERSONAL PROPERTY(INCL STOCK) BLKT ITV 0.0

LRG RISK	ZONE 1	DELETED (S)3,583 X (T).869 =	3,114.00 RP

KEYS:

S = FINAL PREMIUM

T = PRO/SHORT RATE FCT

POLICY # 20UUNIC8651 K3 CONTROL # 005 TERM ID R001V4UA
PROCESS DATE 04/16/20 OPER INITIALS JM AAR PREV POL # 20UUNIC8651

PROPERTY CHOICE SUMMARY

PAGE: 001

POLICY INFORMATION

NAMED INSURED: HARVEST RESTAURANT HOLDINGS LL
PRODUCER CODE AND NAME: 266676 MARSH & MCLENNAN AGENCY LLC
COMPANY CODE AND NAME: 1 HARTFORD FIRE INSURANCE COMPANY
POLICY EFFECTIVE DATE: 02/26/20 POLICY EXPIRATION DATE: 02/26/21
TRANS EFFECTIVE DATE: 04/15/20 AUDIT PERIOD: NON AUDITABLE
TRANSACTION TYPE ENDORSEMENT CHANGE NO: 003
MULTI-FLEX PROGRAM: SERVICE

DEDUCTIBLE \$5,000
EARTHQUAKE \$25,000 (ALL OTHER STATES)
FLOOD \$25,000 (ZONE 1-C)

WAITING PERIOD:

WEB SITES	12 HOURS
ELECTRONIC VANDALISM	6 HOURS
CIVIL AUTHORITY	72 HOURS
DEPENDENT PROPERTY	72 HOURS
BUSINESS INCOME	72 HOURS
UTILITY SERVICES BI/RI	24 HOURS
DENIAL OF SERVICE	12 HOURS
EARTHQUAKE	72 HOURS
FLOOD	72 HOURS

BLANKET	INPUT LIMIT	PRMS/BLDG TOTALS
BPP	11,950,000	11,950,000
BUSINESS INCOME	3,050,000	3,550,000

COVERED PROPERTY	AMT-OF-INS	PREMIUM
BUS PERSONAL PROPERTY	14,000,000	\$3,114.00 RP
BUSINESS INCOME	3,550,000	\$772.00 RP
EQUIPMENT BREAKDOWN		\$314.00 RP
EARTHQUAKE		INCLUDED
FLOOD		\$2.00 RP
TERRORISM		\$118.00 RP
ELECTRONIC VANDALISM-PD	*	INCLUDED
ELECTRONIC VANDALISM-BI	*	INCLUDED
TARGET SPICE		INCLUDED
* EV POLICY YEAR LIMIT IS	300,000	
TOTAL PREMIUM		\$4,320.00 RP

	FACTOR	PREMIUM
FLORIDA FC SURCHARGE	.001000	\$0.38 RP

POLICY # 20UUNIC8651 K3 CONTROL # 005 TERM ID R001V4UA
PROCESS DATE 04/16/20 OPER INITIALS JM AAR PREV POL # 20UUNIC8651

GENERAL LIABILITY DETAIL (CONT)

PAGE 2

POLICY NUMBER: 20 UUN IC8651 K3 TRANS EFF DATE: 04/15/20
CHANGE NO.: 003

RP(ZA).00 X (T).869 = .00 RP

LIQUOR LIABILITY (SUBLINE 332)

STATE: PA TERR: 507 PRMS: 003 BLDG: 001

ZIP CODE: 19087-5158

CLASS CODE: 58161

SUBJECT TO AUDIT

RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM BASIS: GROSS SALES

RATING BASIS: PER 1000

(A RATED)

DELETED (ZA).00 X (T).869 = .00 RP

*TOTAL PREMIUM CHANGE 0.00
* INCLUDES TERRORISM PREMIUM OF 0.00

KEYS:

T = PRO RATE FACTOR

ZA = FINAL PREMIUM

POLICY # 20UUNIC8651 K3 CONTROL # 005 TERM ID R001V4UA
PROCESS DATE 04/16/20 OPER INITIALS JM AAR PREV POL # 20UUNIC8651

GENERAL LIABILITY DETAIL

PAGE 1

POLICY NUMBER: 20 UUN IC8651 K3 TRANS EFF DATE: 04/15/20
CHANGE NO.: 003
PRIMARY STATE: PA MARKET SEGMENTATION: 640
CYBERFLEX ID: 1 (CYBERFLEX)

STATES RATING MODIFICATION FACTORS AND COMMISSIONS:

STATE	PA	FL	NJ
EXPERIENCE MOD	1.390	1.390	1.390
SMF FILED/GUIDE MOD	1.00	1.00	1.00
NEGOTIATED COMMISSION	15.0	15.0	15.0

CLASS INFORMATION

PREMISES/OPERATIONS (SUBLINE 334)

CLASS CODE: 16910 STATE: PA
CLASS DESCRIPTION
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PRODUCTS/COMPLETED OPERATIONS (SUBLINE 336)

CLASS CODE: 16910 STATE: PA
CLASS DESCRIPTION
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

LIQUOR LIABILITY (SUBLINE 332)

CLASS CODE: 58161 STATE: PA
CLASS DESCRIPTION
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMISES/OPERATIONS (SUBLINE 334)

STATE: PA TERR: 507 PRMS: 003 BLDG: 001
ZIP CODE: 19087-5158
CLASS CODE: 16910 SUBJECT TO AUDIT
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
PREMIUM BASIS: GROSS SALES RATING BASIS: PER 1000
DELETED (ZA).00 X (T).869 = .00 RP

PRODUCTS/COMPLETED OPERATIONS (SUBLINE 336)

STATE: PA PRMS: 003 BLDG: 001
ZIP CODE: 19087-5158
CLASS CODE: 16910 SUBJECT TO AUDIT
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
PREMIUM BASIS: GROSS SALES RATING BASIS: PER 1000

KEYS:

T = PRO RATE FACTOR

ZA = FINAL PREMIUM

POLICY # 20UUNIC8651 K3 CONTROL # 005 TERM ID R001V4UA ^
PROCESS DATE 04/16/20 OPER INITIALS JM AAR PREV POL # 20UUNIC8651

GENERAL LIABILITY SUMMARY

PAGE 1

POLICY INFORMATION

NAMED INSURED: HARVEST RESTAURANT HOLDINGS LL
PRODUCER CODE AND NAME: 266676 MARSH & MCLENNAN AGENCY LLC
COMPANY CODE AND NAME: 1 HARTFORD FIRE INSURANCE COMPANY
POLICY EFFECTIVE DATE: 02/26/20 POLICY EXPIRATION DATE: 02/26/21
TRANS EFFECTIVE DATE: 04/15/20 AUDIT PERIOD: ANNUAL
TRANSACTION TYPE: ENDORSEMENT CHANGE NO: 003

---- LIMITS OF LIABILITY ----

---- PREMIUM ----

TOTAL PREMIUM CHANGE:
*INCLUDES TERRORISM PREMIUM OF \$ 0.00

NO CHANGE

*

POLICY # 20UUNIC8651 K3 CONTROL # 005 TERM ID R001V4UA
PROCESS DATE 04/16/20 OPER INITIALS JM AAR PREV POL # 20UUNIC8651

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 0.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)
PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 0

RATE: 6.3810

ANNUAL PREMIUM: 0.00

PREMIUM CHANGE: 0.00

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 0.00

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 8 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT
PAYROLL IS INCLUDED	

* * * * *

PREMISES NO. 9

ADDRESS:

2829 S EAGLE RD
NEWTOWN, PA 18940
BUCKS COUNTY

OCCUPANCY: HARVEST NEWTOWN BUCKS COUNTY,

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT
PAYROLL IS INCLUDED	

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 7 CONTINUED

DEDUCTIBLES

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY WINDSTORM OR HAIL:

	PERCENTAGE	MINIMUM DEDUCTIBLE IN ANY ONE OCCURRENCE
THE FOLLOWING PERCENTAGE APPLIES:	5%	\$1,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD
APPLIES

BY ANY OTHER COVERED LOSS,
IN ANY ONE OCCURRENCE: \$5,000

* * * * *

PREMISES NO. 8

ADDRESS:

7011 SHOPPES BLVD
MOOSIC, PA 18507
LACKAWANNA COUNTY

OCCUPANCY: HARVEST MONTAGE, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 6 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 7

ADDRESS:

1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH, FL 33483
PALM BEACH COUNTY

OCCUPANCY: HARVEST/LOCAL GREENS

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	\$2,050,000

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	\$500,000

CAUSE OF LOSS - FLOOD:

NOT COVERED

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 007/001 TERR: 002
LOCATION: 1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH
FL 33483

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 537,743

RATE: 4.0180

ANNUAL PREMIUM: 2,182.00

PREMIUM CHANGE: 2,943.00 RP

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE

REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 002/001 TERR: 517
LOCATION: 400 W ROUTE 38
MOORESTOWN
NJ 08057

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 303,945

RATE: 4.0180

ANNUAL PREMIUM: 1,233.00

PREMIUM CHANGE: 3,972.00 RP

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 119,966.00 RP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IC8651 K3

CHANGE NUMBER: 006

Policy Change Effective Date: 04/15/20

Named Insured: HARVEST RESTAURANT HOLDINGS LLC
SEE IH1204

Producer's Name: MARSH & MCLENNAN AGENCY LLC

Pro Rata Factor: .869

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$4,320.00*
*INCLUDES RETURN TERRORISM PREMIUM OF \$118.00

STATE SURCHARGE(S) SHOWN BELOW NOT INCLUDED IN ABOVE TOTALS:

DATE DUE: 04/15/20

RETURN FLORIDA FIRE COLLEGE SURCHARGE \$.38

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

BUSINESS PERSONAL PROPERTY COVERAGE:

BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$13,775,000
TO \$11,950,000

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION
OF COVERAGE

BUSINESS INCOME AND EXTRA EXPENSE:

BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$4,050,000
TO \$3,550,000

PREMISES 3 IS DELETED
SEE SCHEDULE PC0002



Countersigned by
(Where required by law)

Suear L. Castaneda
Authorized Representative

08/25/20
Date

POLICY CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651 K3

PREMISES 7 IS REVISED

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE:

LIMIT OF INSURANCE IS CHANGED FROM \$1,000,000 TO \$500,000

GENERAL LIABILITY

HARTFORD FIRE INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00020119T

PROPERTY CHOICE - SCHEDULE OF
PREMISES AND COVERAGES



POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 006

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUSINESS PERSONAL PROPERTY \$11,950,000

VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMITS OF INSURANCE
IN ANY ONE OCCURRENCE

BUSINESS INCOME AND EXTRA EXPENSE: \$3,550,000
72 HOUR WAITING PERIOD APPLIES
PAYROLL IS INCLUDED

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

COINSURANCE PROVISION:

UNLESS OTHERWISE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

CAUSES OF LOSS - EARTHQUAKE

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES IN TOTAL SITUATED IN:

	POLICY YEAR LIMIT OF INSURANCE
CALIFORNIA	NOT COVERED
ALABAMA	NOT COVERED
GEORGIA	NOT COVERED
LOUISIANA	NOT COVERED
NORTH CAROLINA	NOT COVERED
ALL OTHER STATES	\$5,000,000

CAUSES OF LOSS - EARTHQUAKE DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE. THE LARGEST POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE.

CAUSES OF LOSS - FLOOD

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

POLICY YEAR
LIMIT OF INSURANCE

ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES SITUATED IN ZONE PREFIXED (C) AS DESIGNATED BY THE NATIONAL FLOOD INSURANCE ACT OF 1968 (OR ANY SUBSEQUENT AMENDMENT):

\$5,000,000

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

CAUSES OF LOSS - FLOOD DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE.

THE LARGEST FLOOD POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE

CAUSES OF LOSS - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

	LIMITS OF INSURANCE
CFC REFRIGERANTS:	INCLUDED IN THE LIMIT OF INSURANCE APPLICABLE TO EQUIPMENT BREAKDOWN
HAZARDOUS SUBSTANCES:	\$100,000
SPOILAGE:	\$100,000
EXPEDITING EXPENSES:	\$100,000

DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY EARTHQUAKE:

IN ANY ONE OCCURRENCE: \$25,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD APPLIES.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

BY FLOOD:

ALL PREMISES IN ANY ONE OCCURRENCE
SITUATED IN ZONE PREFIXED (C)
AS DESIGNATED BY THE NATIONAL FLOOD
INSURANCE ACT OF 1968 (OR ANY
SUBSEQUENT AMENDMENT): \$25,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD APPLIES.

BY ANY OTHER COVERED LOSS,
IN ANY ONE OCCURRENCE: \$5,000

PROPERTY CHOICE - SCHEDULED PREMISES

THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONE OCCURRENCE UNLESS
OTHERWISE STATED.

* * * * *

PREMISES NO. 1

ADDRESS:

21 W WASHINGTON ST STE EF
WEST CHESTER, PA 19380
CHESTER COUNTY

OCCUPANCY: HARVEST RESTAURANT HOLDINGS, L

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 1 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT
PAYROLL IS INCLUDED	

* * * * *

PREMISES NO. 2

ADDRESS:

400 W ROUTE 38
MOORESTOWN, NJ 08057
BURLINGTON COUNTY

OCCUPANCY: HARVEST MOORESTOWN, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT
PAYROLL IS INCLUDED	

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

* * * * *

PREMISES NO. 4

ADDRESS:

549 WILMINGTON PIKE
GLEN MILLS, PA 19342
DELAWARE COUNTY

OCCUPANCY: HARVEST CHADDS FORD, LLC

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:

72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

* * * * *

PREMISES NO. 5

ADDRESS:

1460 BETHLEHEM PIKE STE 130
NORTH WALES, PA 19454
MONTGOMERY COUNTY

OCCUPANCY: HARVEST NORTH WALES, LLC

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 5 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 6

ADDRESS:

2625 BRINDLE DR
HARRISBURG, PA 17110
DAUPHIN COUNTY

OCCUPANCY: HARVEST SUSQUEHANNA VALLEY, LL

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 6 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT

* * * * *

PREMISES NO. 7

ADDRESS:

1841 S FEDERAL HWY UNIT 400/402
DELRAY BEACH, FL 33483
PALM BEACH COUNTY

OCCUPANCY: HARVEST/LOCAL GREENS

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	\$2,050,000

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES PAYROLL IS INCLUDED	\$500,000

CAUSE OF LOSS - FLOOD:

NOT COVERED

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 7 CONTINUED

DEDUCTIBLES

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY WINDSTORM OR HAIL:

	PERCENTAGE	MINIMUM DEDUCTIBLE IN ANY ONE OCCURRENCE
THE FOLLOWING PERCENTAGE APPLIES:	5%	\$1,000

AS RESPECTS BUSINESS INCOME COVERAGE, 72 HOUR WAITING PERIOD
APPLIES

BY ANY OTHER COVERED LOSS,
IN ANY ONE OCCURRENCE: \$5,000

* * * * *

PREMISES NO. 8

ADDRESS:

7011 SHOPPES BLVD
MOOSIC, PA 18507
LACKAWANNA COUNTY

OCCUPANCY: HARVEST MONTAGE, LLC

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

PREMISES 8 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:
72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

* * * * *

PREMISES NO. 9

ADDRESS:

2829 S EAGLE RD
NEWTOWN, PA 18940
BUCKS COUNTY

OCCUPANCY: HARVEST NEWTOWN BUCKS COUNTY,

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUSINESS PERSONAL
PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION

LIMIT OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE:
72 HOURS WAITING PERIOD APPLIES

INCLUDED IN BLANKET
BUSINESS INCOME AND
EXTRA EXPENSE LIMIT

PAYROLL IS INCLUDED

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IC8651

* * * * *

PREMISES NO. 10

ADDRESS:

1573 FRUITVILLE PIKE
LANCASTER, PA 17601
LANCASTER COUNTY

OCCUPANCY: HARVEST LANCASTER, LLC

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE: 72 HOURS WAITING PERIOD APPLIES	INCLUDED IN BLANKET BUSINESS INCOME AND EXTRA EXPENSE LIMIT
PAYROLL IS INCLUDED	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES



POLICY NUMBER: 20 UUN IC8651

CHANGE NUMBER: 006

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS DELETED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 0
RATE: 3.9540
ANNUAL PREMIUM: 0.00
PREMIUM CHANGE: 0.00

DESCRIPTION OF HAZARDS: PRODUCTS/COMPLETED OPERATIONS COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 003/001
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 16910
RESTAURANTS - WITH SALE OF ALCOHOLIC BEVERAGES THAT ARE LESS THAN
30% OF THE ANNUAL RECEIPTS OF THE RESTAURANTS - WITH TABLE SERVICE

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000
EXPOSURE: 0
RATE: 0.2880
ANNUAL PREMIUM: 0.00

SCHEDULE CHANGES (Continued)

POLICY NUMBER: 20 UUN IC8651

PREMIUM CHANGE: 0.00

FORM(S) APPLICABLE TO THIS CLASS CODE:
CG2407

DESCRIPTION OF HAZARDS: LIQUOR LIABILITY COVERAGE
REFER TO: LIQUOR LIABILITY INSURANCE
COVERAGE PART (FORM HC 00 18)

PRMS/BLDG NO: 003/001 TERR: 507
LOCATION: 555 E LANCASTER AVE
WAYNE
PA 19087

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 58161
RESTAURANTS, TAVERNS, HOTELS, MOTELS INCLUDING PACKAGE SALES

PREMIUM AND RATING BASIS: GROSS SALES PER 1,000

EXPOSURE: 0

RATE: 6.3810

ANNUAL PREMIUM: 0.00

PREMIUM CHANGE: 0.00

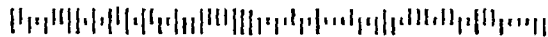
TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: 0.00



THE HARTFORD
PROPERTY MAJOR CASE - FIELD
P.O. BOX 14271
LEXINGTON KY 40512

April 10, 2020

MB 01 004241 42621 H 15 B



HARVEST RESTAURANT HOLDINGS LLC
21 W WASHINGTON ST STE EF
WEST CHESTER PA 19380-2666

Re: Insured: HARVEST RESTAURANT HOLDINGS LLC
Claimant:
Date of Loss: March 18, 2020
Event Number: CP0018690369
Claim Number:

Dear Mr. McBride:

Harvest Restaurant Holdings LLC ("you" or "your") claim for loss of business income due to the State of Emergency due to the Covid-19 outbreak. For the reasons discussed below, based on the facts of your loss as we understand them, there is no coverage for this loss under the above policy.

As we understand the facts, you had loss of business income because you had to close 9 restaurants due to the State of Emergency declared by Pennsylvania, New Jersey and Florida. No direct physical loss or damage has occurred to property at any of the scheduled premises listed in your policy or at any location that would qualify as a dependent property. Additionally, no buildings or business personal property owned by you suffered any direct physical loss or damage from this event.

The Declarations page of your policy lists the following scheduled premises:

21 W WASHINGTON ST STE EF WEST CHESTER PA
400 W ROUTE 38 MOORESTOWN NJ
555 E LANCASTER AVE WAYNE PA
549 WILMINGTON PIKE GLEN MILLS PA1460 BETHLEHEM PIKE STE 130 NORTH WALES PA

2625 BRINDLE DR HARRISBURG PA
1841 S FEDERAL HWY UNIT 400/402 DELRAY BEACH FL
7011 SHOPPES BLVD MOOSIC PA
2829 S EAGLE RD NEWTOWN PA
1573 FRUITVILLE PIKE LANCASTER PA

MT00058



We have carefully reviewed your policy and, unfortunately, there is no coverage available for this loss. We are basing this determination on the following policy language found within Form PC 00 10 01 13- Property Choice Coverage Form, which states, in part, as follows:

A. COVERAGE

We will pay for direct physical loss of or direct physical damage to the following types of Covered Property caused by or resulting from a Covered Cause of Loss. Covered Property, as used in this Coverage Part, means the type of property described in this Section, A.1. Covered Property for which a Limit of Insurance and a premises address is shown in the Property Choice - Schedule of Premises and Coverages.

Please also refer to Form PC 10 10 01 13- Property Choice Covered Causes Of Loss And Exclusions Form which states, in part, as follows:

A. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or direct physical damage that occurs during the Policy Period and in the Coverage Territory unless the loss or damage is excluded or limited in this policy.

This property policy protects your business personal property against risks of direct physical loss or damage at your Scheduled Premises. You have not identified any physical loss to any building or personal property at a scheduled premises resulting from a Covered Cause of Loss.

The policy also provides coverage for loss of business income. Please refer to Form PC 00 20 01 13- Property Choice Special Business Income Form (Business Interruption) described below:

A. COVERAGE

We will pay up to the Special Business Income Limit of Insurance stated in the Property Choice - Schedule of Premises and Coverages for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary interruption of your business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at "Scheduled Premises" where a limit of insurance is shown for Special Business Income. If you are a tenant, this Coverage applies to that portion of the building which you rent, lease or occupy, and extends to common service areas and access routes to your area.

Definitions

1. Business Income means:

- a. Net Income (Net Profit or Net Loss before income taxes), including Rental Income and Royalties, that would have been earned or incurred; and
 - b. Continuing normal operating expenses incurred, including Payroll Expenses.
3. Interruption means the slowdown or cessation of any part of your business activities or the partial or total untenability of the premises.

The Business Income coverage does not apply to this loss, at a minimum, because there has been no physical loss or damage to property at scheduled premises. You also have not shown that any suspension of your business operations has occurred due to a covered cause of loss. Other reasons may apply, including the exclusions discussed below.

The policy also includes an additional form that provides coverage for loss of business income caused by property damage at other premises that qualify as a Dependent Property. Form PC 26 02 01 13- Property Choice Special Business Income- Additional Coverages, states in part, as follows:

A. ADDITIONAL COVERAGES- The following Additional Coverages are added to the Property Choice Special Business Income Coverage Form unless otherwise indicated in the Property Choice Schedule of premises and Coverage or by endorsement to this policy.

2. Civil Authority

a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur when access to your "Scheduled Premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "Scheduled Premises".

b. The coverage for Business Income will begin after a Waiting Period of 72 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverage or is shown by endorsement) after the order of a civil authority and coverage will end at the earlier of:

- (1) When access is permitted to your "Scheduled Premises"; or
- (2) 30 consecutive days after the order of the civil authority.

c. The coverage for Extra Expense will begin immediately after the order of civil authority and coverage will end at the earlier of:

- (1) When access is permitted to your "Scheduled Premises"; or
- (2) 30 consecutive days after the order of the civil authority.

This Additional Coverage is included within the Special Business Income Limit of Insurance.

3. Dependent Properties

a. We will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary suspension of your operations during the Period of Restoration. The suspension must be caused by direct physical loss of or direct physical damage to a Dependent Property caused by or resulting from a Covered Cause of Loss.

c. Dependent Properties means property at premises owned and operated by others that you depend on to:

- (1) Deliver materials or services to you, or to others for your account (Contributing Location);

But any property which delivers any of the following services is not a Contributing Location with respect to such services:

- (a) Water supply services;
- (b) Power supply services; or
- (c) Wastewater removal services; or
- (d) Communication supply services, including services relating to internet

- access or access to any electronic network;
- (2) Accept your products or services (Recipient Location);
- (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Location): or
- (4) Attract customers to your business premises (Leader Locations).
- d. With respect to the coverage provided under this provision (Dependent Properties), the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.
- e. The most we will pay for the sum of all actual loss of Business Income and actual, necessary and reasonable Extra Expense you incur in any one occurrence regardless of the types or number of Dependent Properties involved in any one occurrence under this Additional Coverage is \$100,000.

This is an additional amount of insurance.

No direct physical loss or damage has occurred at any location that would qualify as a Dependent Property. Accordingly, coverage for Business Income from Dependent Properties is not provided for your claim, at a minimum, because there has been no physical loss or damage at the premises of a Dependent Property. Even to the extent it was determined that there was physical loss or damage to property at a Dependent Property, coverage is only provided when damage is caused by or results from a Covered Cause of Loss.

We have no information to indicate that a civil authority issued an order as a direct result of a covered cause of loss to property in the immediate area of your scheduled premises; accordingly, this additional coverage is not available for your claimed loss of business income. If you believe there is an order of a civil authority as the result of a Covered Cause of Loss to property in your immediate area, please immediately send to my attention for review.

Please refer to the PC 10 10 01 13- Property Choice Covered Causes Of Loss And Exclusions Form which contains the following exclusions:

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:
 - m. "Pollutants and Contaminants"
 - (1) Discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".
 - (2) But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".
 - (3) This Exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss".
 - (4) This Exclusion does not apply to:
 - (a) "Computer Equipment" and "Valuable Papers";

- (b) Accounts Receivable, Business Travel, Exhibitions, Fine Arts and Transit Additional Coverages; or
- (c) The accidental or malicious application of chemicals to glass that is a part of a building, structure or showcase.

The following terms are specifically defined on the PC 00 90 01 03 Property Choice Conditions and Definitions form which states:

C. DEFINITIONS

- 7. "Pollutants and Contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare, Waste include material to be recycled, Reconditioned or reclaimed.
- 8. "Scheduled Premises" means any premises listed by location address in the Scheduled Premises section of the Property Choice Schedule of Premises and Coverage.
- 11. "Specified Causes of Loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; "Sinkhole Collapse"; "Volcanic Action"; falling objects; weight of snow, ice or sleet; water damage, "Sprinkler Leakage"; "Theft"; or "Building Glass" breakage.

In summary, we sincerely regret that we are unable to provide coverage for your loss for the reasons noted above and in the specific policy language cited.

Our coverage decision in this matter is based upon the facts as we currently understand them. If you have any other information that may bear on our coverage review please submit that information to my attention so that we may give it due consideration.

The foregoing should not be construed as a waiver of any of Hartford Fire Insurance Company's rights and defenses under policy number 20UUNIC8651, and Hartford Fire Insurance Company specifically reserves its right to modify or supplement this review of coverage based upon any additional information which it may obtain and/or any other grounds which may appear.

If you have any questions, or would like to discuss this matter further, please feel free to contact me at 630-692-8011.

T

Sincerely,

David Forman

David Forman
General Adjuster
Toll Free Number: (630) 692 - 8011
David.Forman@thehartford.com

Writing Company Name: Hartford Fire Insurance Company

CC: MARSH & MCLENNAN AGENCY LLC via U.S.Mail

MT00058

For your protection, Pennsylvania State requires that the following statement appear on this letter.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Circular

FORMS - FILED

JULY 6, 2006

FROM: LARRY PODOSHEN, SENIOR ANALYST

COMMERCIAL PROPERTY

LI-CF-2006-175

NEW ENDORSEMENTS FILED TO ADDRESS EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This circular announces the submission of forms filings to address exclusion of loss due to disease-causing agents such as viruses and bacteria.

BACKGROUND

Commercial Property policies currently contain a pollution exclusion that encompasses contamination (in fact, uses the term *contaminant* in addition to other terminology). Although the pollution exclusion addresses contamination broadly, viral and bacterial contamination are specific types that appear to warrant particular attention at this point in time.

ISO ACTION

We have submitted forms filing CF-2006-OVBEF in all ISO jurisdictions and recommended the filing to the independent bureaus in other jurisdictions. This filing introduces new endorsement CP 01 40 07 06 - Exclusion Of Loss Due To Virus Or Bacteria, which states that there is **no coverage for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.**

Note: In Alaska, District of Columbia, Louisiana*, New York and Puerto Rico, we have submitted a different version of this filing, containing new endorsement CP 01 75 07 06 in place of CP 01 40. The difference relates to lack of implementation of the mold exclusion that was implemented in other jurisdictions under a previous multistate filing.

Both versions of CF-2006-OVBEF are attached to this circular.

* In Louisiana, the filing was submitted as a recommendation to the Property Insurance Association of Louisiana (PIAL), the independent bureau with jurisdiction for submission of property filings.

PROPOSED EFFECTIVE DATE

Filing CF-2006-OVBEF was submitted with a proposed effective date of January 1, 2007, in accordance with the applicable effective date rule of application in each state, with the exception of various states for which the insurer establishes its own effective date.

Upon approval, we will announce the actual effective date and state-specific rule of effective date application for each state.



RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new form is being introduced.

CAUTION

This filing has not yet been approved. If you print your own forms, do not go beyond the proof stage until we announce approval in a subsequent circular.

RELATED RULES REVISION

We are announcing in a separate circular the filing of a corresponding rules revision. Please refer to the **Reference(s)** block for identification of that circular.

REFERENCE(S)

LI-CF-2006-176 (7/6/06) - New Additional Rule Filed To Address Exclusion Of Loss Due To Virus Or Bacteria

ATTACHMENT(S)

- Multistate Forms Filing CF-2006-OVBEP
- State-specific version of Forms Filing CF-2006-OVBEP (Alaska, District of Columbia, Louisiana, New York, Puerto Rico)

We are sending these attachments only to recipients who asked to be put on the mailing list for attachments. If you need the attachments for this circular, contact your company's circular coordinator.

PERSON(S) TO CONTACT

If you have any questions concerning:

- the content of this circular, please contact:

Larry Podoshen
Senior Analyst
Commercial Property
(201) 469-2597 Fax: (201) 748-1637
comfal@iso.com
lpodoshen@iso.com

or

Loretta Newman, CPCU
Manager
Commercial Property
(201) 469-2582 Fax: (201) 748-1873
comfal@iso.com
lnewman@iso.com

- the **mailing or distribution** of this circular, please contact our Customer Service Division:

E-mail: info@iso.com
Fax: 201-748-1472
Phone: 800-888-4476
World Wide Web: <http://www.iso.com>
Write: See address on page 1

- products or services, please call or e-mail ISO Customer Service, or call your ISO representative.

Callers outside the United States may contact us using our global toll-free number (International Access Code + 800 48977489) or by e-mail at info.global@iso.com. For information on all ISO products, visit us at <http://www.iso.com>.



IMPORTANT NOTICE FOR USERS OF ISO PRODUCTS AND SERVICES

Please make sure that your company has authorized your use of this product and has complied with the requirements applicable in the jurisdiction where you plan to use it.

We distribute both state-specific and multi-state products and services. We do not distribute all the multi-state products and services for use in every jurisdiction due to corporate policy, regulatory preference, or variations or lack of clarity in state laws.

We provide participating insurers with information concerning the jurisdictions for which our products and services are distributed. Even in those jurisdictions, each insurer must determine what filing requirements, if any, apply and whether those requirements have been satisfied.

Now, as in the past, all of our products and services are advisory, and are made available for optional use by participating insurers as a matter of individual choice. Your company must decide for itself which, if any, ISO products or services are needed or useful to its operation and how those selected for use should be applied. We urge that you be guided by the advice of your attorneys on the legal requirements.

Copyright Explanation

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file, or use same in any manner without the written permission of the copyright owner. Permission is hereby granted to members, subscribers, and service purchasers to reprint, copy, or otherwise use the enclosed material for purposes of their own business use relating to that territory or line or kind of insurance, or subdivision thereof, for which they participate, provided that:

- A. where ISO copyrighted material is reprinted, copied, or otherwise used **as a whole**, it must reflect the copyright notice actually shown on such material.
- B. where ISO copyrighted material is reprinted, copied, or otherwise used **in part**, the following credit legend must appear at the bottom of each page so used:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMERCIAL FIRE AND ALLIED LINES
FORMS FILING CF-2006-OVBEF

Amendatory Endorsement - Exclusion Of Loss Due To Virus Or Bacteria

About This Filing

This filing addresses exclusion of loss due to disease-causing agents such as viruses and bacteria.

New Form

We are introducing:

- ◆ Endorsement CP 01 40 07 06 - Exclusion Of Loss Due To Virus Or Bacteria

Related Filing(s)

Rules Filing CF-2006- OVBFR

Introduction

The current pollution exclusion in property policies encompasses contamination (in fact, uses the term *contaminant* in addition to other terminology). Although the pollution exclusion addresses contamination broadly, viral and bacterial contamination are specific types that appear to warrant particular attention at this point in time.

An example of bacterial contamination of a product is the growth of listeria bacteria in milk. In this example, bacteria develop and multiply due in part to inherent qualities in the property itself. Some other examples of viral and bacterial contaminants are rotavirus, SARS, influenza (such as avian flu), legionella and anthrax. The universe of disease-causing organisms is always in evolution.

Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property. When disease-causing viral or bacterial contamination occurs, potential claims involve the cost of replacement of property (for example, the milk), cost of decontamination (for example, interior building surfaces), and business interruption (time element) losses.

Current Concerns

Although building and personal property could arguably become contaminated (often temporarily) by such viruses and bacteria, the nature of the property itself would have a bearing on whether there is actual property damage. An allegation of property damage may be a point of disagreement in a particular case. In addition, pollution exclusions are at times narrowly applied in certain courts. In recent years, ISO has filed exclusions to address specific exposures relating to contaminating or harmful substances. Examples are the mold exclusion in property and liability policies and the liability exclusion addressing silica dust. Such exclusions enable elaboration of the specific exposure and thereby can reduce the likelihood of claim disputes and litigation.

While property policies have not been a source of recovery for losses involving contamination by disease-causing agents, the specter of pandemic or hitherto unorthodox transmission of infectious material raises the concern that insurers employing such policies may face claims in which there are efforts to expand coverage and to create sources of recovery for such losses, contrary to policy intent.

In light of these concerns, we are presenting an exclusion relating to contamination by disease-causing viruses or bacteria or other disease-causing microorganisms.

Features Of New Amendatory Endorsement

The amendatory endorsement presented in this filing states that there is no **coverage for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.** The exclusion (which is set forth in Paragraph B of the endorsement) applies to property damage, time element and all other coverages; introductory Paragraph A prominently states that point. Paragraphs C and D serve to avoid overlap with other exclusions, and Paragraph E emphasizes that other policy exclusions may still apply.

Copyright Explanation

The material distributed by Insurance Services Office, Inc., is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file or use same in any manner without the written permission of the copyright owner.

Important Note

Insurance Services Office, Inc. (ISO) makes available advisory services to property/casualty insurers. ISO has no adherence requirements. ISO policy forms and explanatory materials are intended solely for the information and use of ISO's participating insurers and their representatives, and insurance regulators. Neither ISO's general explanations of policy intent nor opinions expressed by ISO's staff necessarily reflect every insurer's view or constitute an insurer's determination of coverage for a specific claim. ISO does not interfere in coverage disputes arising from insurance policies. If there is any conflict between a form and any other part of the attached material, the provisions of the form apply.

COMMERCIAL PROPERTY
CP 01 40 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 2. Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of that exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

N
E
W

ALASKA, DISTRICT OF COLUMBIA, LOUISIANA, NEW YORK, PUERTO RICO
COMMERCIAL FIRE AND ALLIED LINES
FORMS FILING CF-2006-OVBEF

Amendatory Endorsement - Exclusion Of Loss Due To Virus Or Bacteria

About This Filing

This filing addresses exclusion of loss due to **disease-causing agents** such as viruses and bacteria.

New Form

We are introducing:

- ◆ Endorsement CP 01 75 07 06 - Exclusion Of Loss Due To Virus Or Bacteria

Related Filing(s)

Rules Filing CF-2006-OVB1ER

Introduction

The current pollution exclusion in property policies encompasses contamination (in fact, uses the term *contaminant* in addition to other terms). Although the pollution exclusion addresses contamination broadly, some types of contamination are specific types that appear to warrant particular attention at this point in time.

An example of bacterial contamination of a product is the presence of bacteria in milk. In this example, bacteria develop and multiply due in part to inherent qualities in the property itself. Some other examples of bacterial contaminants are rotavirus, SARS, influenza (such as swine flu), legionella and anthrax. The universe of disease-causing organisms is always in evolution.

Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on building surfaces or the surfaces of personal property. When disease-causing viruses or bacteria contamination occurs, potential claims involve the cost of replacement

of property (for example, the milk), cost of decontamination (for example, interior building surfaces), and business interruption (time of production loss).

Current Concerns

Although building and personal property could arguably be contaminated (often temporarily) by such viruses and bacteria, the nature of the property itself would have a bearing on whether there is actual property damage. Contamination of property damage may be a point of disagreement in a particular case. In addition, pollution exclusions are at times narrowly applied to certain events. In recent years, ISO has filed exclusions to address specific concerns related to contaminating or harmful substances. Examples are the mold exclusion on property and liability policies and the liability exclusion addressing mold. Such exclusions enable elaboration of the specific exposure thereby to reduce the likelihood of claim disputes and litigation.

While property policies have not been a source of recovery for losses resulting from contamination by disease-causing agents, the specter of potential contamination by unorthodox transmission of infectious material raises the concern that insurers employing such policies may face claims in which there are no actual losses and coverage and to create sources of recovery for such losses, thereby reducing the intent.

In light of these concerns, we are presenting an exclusion for property damage caused by contamination by disease-causing viruses or bacteria or other microorganisms.

Features Of New Amendatory Endorsement

The amendatory endorsement presented in this filing states that it provides coverage for loss or damage caused by or resulting from a bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion (which is set forth in Paragraph B of the endorsement) applies to property damage, liability, and all other coverages; introductory Paragraph A prominently states that Paragraph C serves to avoid overlap with another exclusion. Paragraph D emphasizes that other policy exclusions may still apply.

Copyright Explanation

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to reprint, publish, copy, sell, file or use same in any manner without the permission of the copyright owner.

Important Note

Insurance Services Office, Inc. (ISO) makes available only ISO's forms and explanatory materials are intended solely for the information and use of ISO's participating insurers and their representatives, and in no way should be construed as an offer of insurance by any insurer. Neither ISO's general explanations of policies, intent nor opinions of ISO's staff necessarily reflect every insurer's view or constitute a determination of coverage for a specific claim. ISO does not assume responsibility for coverage disputes arising from insurance policies. If there is a conflict between a form and any other part of the attached material, the provisions of the form shall apply.

MECHANICAL PROPERTY
P 01 75 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from fungus. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, this exclusion supercedes any exclusion relating to "contaminants".
- D.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create a bar to recovery for any loss that would otherwise be payable under this Coverage Part or Policy.

N

E

W